

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

**FILED**

FEB - 6 2009

UNITED STATES OF AMERICA, )  
c/o United States Attorney's Office )  
555 Fourth St., N.W., )  
Washington, DC 20530, )

Plaintiff, )

v. )

27762 SPRING HILL ROAD )  
HEMPSTEAD, TX 77445, )

Defendant. )

Clerk, U.S. District and  
Bankruptcy Courts

Case: 1:09-cv-00232  
Assigned To : Collyer, Rosemary M.  
Assign. Date : 2/6/2009  
Description: General Civil

**VERIFIED COMPLAINT FOR FORFEITURE *IN REM***

Plaintiff, United States of America, by and through its attorney, the United States Attorney for the District of Columbia, brings this Complaint and alleges as follows in accordance with Supplemental Rule G(2) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions (the "Supplemental Rules"):

**NATURE OF THE ACTION**

1. This is a civil action, *in rem*, to forfeit and condemn to the use and benefit of the United States of America the following property: 27762 Spring Hill Road, Hempstead, TX 77445 ("the defendant property"), through enforcement of 18 U.S.C. § 981(a)(1)(C), which provides for forfeiture of any property, real or personal, constituting or derived from proceeds traceable to a "specified unlawful activity," including proceeds from a wire fraud scheme, in violation of 18 U.S.C. § 1343, or a conspiracy to commit wire fraud, in violation of 18 U.S.C. §§ 371 or 1349.

2. This action is also brought to enforce 18 U.S.C. § 981(a)(1)(A), which provides for forfeiture of any property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. § 1957 (money laundering), or any property traceable to such property.

**THE DEFENDANT *IN REM***

3. The defendant property, **27762 Spring Hill Road, Hempstead, TX 77445**, is more fully described as:

Lot twenty-four (24) of SPRING HILL FARMS, a subdivision of 62.2058 acres in the John Baker Survey, Abstract 71, Waller County, Texas, and recorded in Volume 627, page 230 of the Official Public Records of Waller County, Texas.

**JURISDICTION AND VENUE**

4. Plaintiff brings this action *in rem* in its own right to forfeit and condemn the defendant property. This Court has jurisdiction over an action commenced by the United States under 28 U.S.C. § 1345, and over an action for forfeiture under 28 U.S.C. § 1355(a).

5. This Court has *in rem* jurisdiction over the defendant property under 28 U.S.C. § 1355(b). Upon the filing of this Complaint, the government will serve notice on the defendant property pursuant to Rule G of the Supplemental Rules and 18 U.S.C. § 985(c)(1). In accordance with 18 U.S.C. § 985(b)(1)(A), the defendant property will not be seized until the entry of an order of forfeiture.

6. Venue is proper in this district by virtue of 28 U.S.C. § 1355(b)(1), because acts or omissions giving rise to the forfeiture occurred in this district. Further, criminal charges have been filed against Delmar Spier, Barbara Spier, William Dupre and Behzad Mehr in the District Court for the District of Columbia in Case No. 08-cr-306.

**BASES FOR FORFEITURE**

7. Based on the facts set forth in this Complaint, there is reasonable cause to believe that the defendant property was funded, in part, with the proceeds of a wire fraud scheme or a conspiracy to commit wire fraud and, therefore, the defendant property is subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C), which provides for the forfeiture of property constituting or derived from proceeds traceable to wire fraud (in violation of 18 U.S.C. § 1343) or such a conspiracy (in violation of 18 U.S.C. §§ 371 or 1349), and pursuant to 18 U.S.C. § 981(a)(1)(A), which provides for the forfeiture of any real or personal property that is involved in a money laundering offense in violation of 18 U.S.C. § 1956 or 1957.

8. The United States Agency for International Development (“USAID”) is an independent federal government agency. USAID’s main office is located in the District of Columbia. USAID works to advance U.S. foreign policy objectives by supporting economic growth, agricultural development, global health, disaster relief and the advancement of civil society and governance. USAID has overseas offices known as “Missions” in over 70 countries worldwide and is currently a leading agency in the efforts to rebuild Iraq and Afghanistan.

9. The Rehabilitation of Economic Facilities Program (“REFS Program”) was developed by USAID to provide assistance to Afghanistan in areas of transportation, potable water, electricity transmission, distribution systems, schools and health facilities, local government buildings, municipality solid waste, wastewater facilities, and irrigation systems. One objective of the REFS Program was to rehabilitate selected primary and secondary roads that were needed to move goods and services between major population centers in Afghanistan.

**The Louis Berger Group, Inc.**

10. The Louis Berger Group, Inc. ("LBGI") is a government contractor.

11. In September 2002, USAID, under the REFS Program, awarded LBGI a "cost-reimbursement contract." As part of this contract, LBGI was required to build roads from Kabul to Kandahar ("K to K Project"), Kandahar to Herat ("K to H Project"), and Kabul to Gardez ("Provincial Roads Project"). LBGI was also contracted to build structures in Afghanistan intended to be used for schools and clinics ("Schools and Clinics Project") and structures for electricity and power ("Power and Energy Project").

12. According to the contract terms, USAID agreed to reimburse LBGI for all of its incurred expenses arising from implementing the contract, plus a "fixed fee," which was a percentage of LBGI's incurred expenses. This "fixed fee" represented LBGI's profit under the REFS Program. The LBGI contract was initially estimated to cost USAID approximately \$214 million but, due to amendments to the contract, the cost approximated \$710 million by 2007, when the LBGI contract ended.

**The United States Protection and Investigations, LLC**

13. The United States Protection and Investigations, LLC ("USPI"), was a sub-contractor to LBGI. In June 2003, LBGI awarded USPI a non-competitive subcontract to provide security at various sites in Afghanistan where LBGI employees were working. Initially USPI's costs were estimated to USAID to be approximately \$8.4 million, but due to amendments to the initial contract and to a second subcontract that LBGI awarded USPI in 2004, the cost increased to approximately \$60 million by 2007.

14. The USPI subcontracts were cost-reimbursement contracts, plus a “fixed fee.” The “fixed fee” was five-percent of USPI’s incurred expenses and represented USPI’s profit. USPI was not authorized to bill for expenses that were not actually incurred.

15. From June 2003 to July 2007, Delmar Spier was Chief Executive Officer and Managing Director of USPI. His wife, Barbara Spier, was President and sole owner of USPI. From June 2003 to January 2004, Barbara Spier also acted as Finance Manager of USPI’s operations in Afghanistan.

16. Barbara Spier and other USPI management, including Delmar Spier and William Dupre were responsible for putting together USPI’s vouchers and certifications submitted to LBGI. These actions would cause LBGI to send vouchers and wire transfer requests from its Washington, D.C. offices to USAID in Kabul, Afghanistan via wire communications.

17. Delmar Spier and Barbara Spier controlled all of USPI’s financial matters, including signing the LBGI subcontracts and their amendments.

18. From approximately October 2005 to July 2007, William Dupre was USPI’s Country Operations Manager in Afghanistan.

19. From approximately June 2003 to July 2007, Behzad Mehr was the Executive Assistant to Delmar Spier.

20. USPI rented vehicles and purchased fuel in order to carry out the LBGI contracts. In addition, USPI hired Afghan employees to serve as security personnel at each REFS project site. Security personnel (“MOI soldiers”) were obtained with assistance from the Afghan Ministry of Interior but were paid directly by USPI.

21. Pursuant to the terms of the REFS subcontracts, USPI was required to submit to LBGI invoices reflecting the actual expenses incurred for vehicles, fuel and MOI soldiers, and to certify the accuracy of those expenses in vouchers.

22. The USPI vouchers submitted to LBGI sought payment for USPI's purported actual expenses, and for the agreed upon five percent "fixed fee." These vouchers caused USAID to pay LBGI, and ultimately USPI, for alleged expenses for vehicle rentals, fuel, MOI soldiers, and USPI's "fixed fee" under the REFS subcontracts.

### **Summary of the Fraud**

23. From approximately June 2003 to July 2007, USPI, through Delmar Spier, Barbara Spier, and/or William F. Dupre, certified and submitted vouchers to LBGI requesting reimbursement for fraudulent and inflated rental vehicle charges, inflated fuel expenses and MOI soldiers.

24. USPI, its officers or employees caused the creation of false and fictitious contracts purporting to demonstrate agreements between "Raza-i-Private Vehicle Provider Company" (Raza-i) and "Afghan Car Rental Company" (Afghan Car Rental) and USPI.

25. There were no agreements between USPI and Raza-i and Afghan Car Rental.

26. USPI, its officers or employees submitted to LBGI fraudulent invoices purporting to reflect actual expenses from Raza-i and Afghan Car Rental for the alleged rental and running of vehicles.

27. USPI, its officers or employees submitted to LBGI fraudulent invoices purporting to reflect actual expenses from two other alleged vehicle rental companies, "Brother's Transport"

(Brother's Transport), and "Afghan Commercial Service Provider" (Afghan Commercial Service).

28. The addresses listed on invoices submitted by USPI for Afghan Car Rental and Raza-i are not addresses for those companies.

29. Afghan Car Rental, Raza-i, Brother's Transport, and Afghan Commercial Service are not registered businesses in Afghanistan.

30. The telephone numbers for the submitted invoices from Raza-i and Afghan Car Rental belonged to individuals who were not connected with that company.

31. Electronic templates of invoices for Afghan Car Rental, Raza-i, and Brother's Transport were discovered on Behzad Mehr's computer in Afghanistan. The electronic template for Afghan Commercial Service Provider was discovered on Barbara Spier's computer in Houston, Texas.

32. USPI, its officers or employees created or caused to be created MOI "certificates" that were submitted to LBGI to show the purported number of soldiers hired by USPI in a particular month. These MOI certificates were presented as official Government of Afghanistan Ministry of Interior documents. These "certificates" were not official documents from the Government of Afghanistan.

33. USPI, its officers or employees caused LBGI in Afghanistan to include USPI's inflated expenses for vehicle rentals, fuel and MOI soldiers in the vouchers LBGI forwarded for approval and reimbursement, via Federal Express and wire, to the REFS' Contract Manager at LBGI in Washington, DC, and to USAID.

**Fraudulently Obtained Funds Traced to Defendant Property**

34. USPI's bank records between July 2003 and June 2007 were reviewed. USPI has account # xxx1815 with Amegy Bank in Houston, Texas. The signatories on account # xxx1815 are Barbara Spier, Delmar Spier, and Travis Tupper.

35. USPI regularly submitted vouchers to LBGI and routinely received payments based upon those vouchers via wire transfer to its account # xxx1815.

36. From approximately June 2003 to July 2007, the amount of the proceeds of the fraud relating just to false expenses for vehicle rentals charges from the four alleged vehicle rental companies was approximately three million dollars.

37. A portion of those fraudulently obtained funds can be traced, using accounting principles, to payments to a Hempstead Texas construction company, Texas Skillmasters, which was involved in the construction of the defendant property.

38. The defendant property is owned by Delmar W. Spier and Barbara Jean Spier Revocable Living Trust.

39. For example, on or about September 30, 2003, USPI requested by voucher (invoice 8) a \$184,334.49 payment from LBGI. On or about October 21, 2003, LBGI transferred by wire \$184,334.49 to a USPI bank account at Amegy Bank. Of that amount, approximately \$12,200 was fraudulently obtained based upon falsified information regarding vehicle rentals charges allegedly from Brother's Transport. One of the withdrawals funded by this LBGI wire was a \$61,210.00 payment (official check #387010568) to Texas Skillmasters. Using accounting principles, the check to Texas Skillmasters contained the \$12,200.00 in fraudulently obtained funds.



40. In another example, on or about March 16, 2004 and March 30, 2004, USPI submitted a voucher to LBGI containing false information regarding vehicle rentals (invoices 19 and 20). On or about April 21, 2004, LBGI transferred by wire \$442,385.37 to a USPI bank account at Amegy Bank. Of that amount, approximately \$75,000.00 was fraudulently obtained based upon falsified information regarding vehicle rentals charges from Afghan Commercial Service and Afghan Car Rental. One of the withdrawals funded by this LBGI wire was a \$43,684.00 payment (check #1056) to Texas Skillmasters. Using accounting principles, the check to Texas Skillmasters contained fraudulently obtained funds.

**COUNT I**

41. All statements and averments made in paragraphs 1-40 are re-alleged and incorporated, herein, by reference.

42. As described above, the defendant property constitutes or is derived from proceeds traceable to a conspiracy to commit wire fraud, in violation of 18 U.S.C. §§ 371 or 1349.

43. By reason of the above-described facts, the defendant property is subject to forfeiture to the United States pursuant to the provisions of Title 18, U.S.C. § 981(a)(1)(C).

**COUNT II**

44. All statements and averments made in paragraphs 1-40 are re-alleged and incorporated, herein, by reference.

45. As described above, the defendant property constitutes or is derived from proceeds traceable to a wire fraud scheme, in violation of 18 U.S.C. § 1343.

46. By reason of the above-described facts, the defendant property is subject to forfeiture to the United States pursuant to the provisions of Title 18, U.S.C. § 981(a)(1)(C).

**COUNT III**

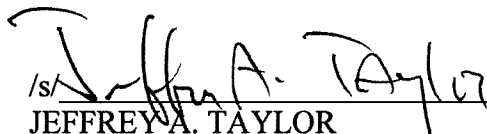
47. All statements and averments made in paragraphs 1-40 are re-alleged and incorporated, herein, by reference.

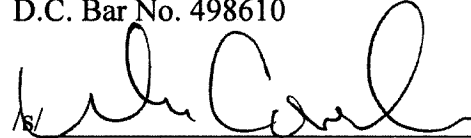
48. The defendant property is subject to forfeiture because it was involved in a monetary transaction in criminally derived funds from a specified unlawful activity, of a value greater than \$10,000, in violation of 18 U.S.C. § 1957.


49. As such, the defendant property was involved in a money laundering transaction in violation of 18 U.S.C. § 1957 and is, therefore, subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(A).

**WHEREFORE**, the United States of America prays that notice issue on the defendant property as described above; that due notice be given to all parties to appear and show cause why the forfeiture should not be decreed; that judgment be entered declaring that the defendant property be forfeited to the United States of America for disposition according to law; and that the United States of America be granted such other relief as this Court may deem just and proper, together with the costs and disbursements of this action.

Respectfully submitted,

  
/s/ Jeffrey A. Taylor ✓  
JEFFREY A. TAYLOR  
UNITED STATES ATTORNEY  
D.C. Bar No. 498610

  
/s/ William R. Cowden ✓  
WILLIAM R. COWDEN  
Assistant United States Attorney  
D.C. Bar No. 426301

  
/s/ Diane G. Lucas ✓  
DIANE G. LUCAS  
Assistant United States Attorney  
D.C. Bar No. 443610  
555 4<sup>th</sup> Street, N.W.  
Washington, D.C. 20530  
(202) 514-7912  
[Diane.Lucas@usdoj.gov](mailto:Diane.Lucas@usdoj.gov)

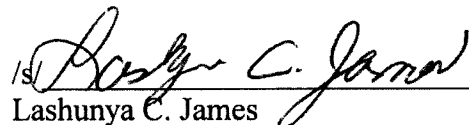
**VERIFICATION**

I, Lashunya James, a Special Agent with United States Agency For International Development Office of Inspector General, hereby verify and declare under penalty of perjury that I have read the foregoing Verified Complaint for Forfeiture *In Rem* and know the contents thereof, and that the matters contained in the Verified Complaint are true to my own knowledge, except that those matters herein stated to be alleged on information and belief and as to those matters I believe them to be true.

The sources of my knowledge and information and the grounds of my belief are the official files and records of the United States, information supplied to me by other law enforcement officers, as well as my investigation of this case, together with others, as a Special Agent of the USAID.

I hereby verify and declare under penalty of perjury that the foregoing is true and correct.

Executed on this 06 day of February, 2009.

  
\_\_\_\_\_  
Lashunya C. James  
Special Agent  
United States Agency for  
International Development  
Office of Inspector General