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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

CLERK OF DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY: [Signature]

UNITED STATES OF AMERICA

Plaintiff,

v.

MARK L. MOSS,

Defendant.

) CRIMINAL NO. 14-CR-

) **SA 14 CR 0714 OLG**
) INFORMATION

) Violation:

) 18 U.S.C. §§ 208(a) and 216(b)(2)
) Acts Affecting a Personal Financial
) Interest

THE UNITED STATES ATTORNEY CHARGES:

COUNT ONE

[18 U.S.C. §§208(a) and 216(a)(2)]

At all times material to this Indictment in the Western District of Texas and elsewhere:

1. The Department of the Army (Army) was a department within the Department of Defense in the executive branch of the United States government.

2. Defendant **Mark L. Moss** was an Army Major, and eventually a Lieutenant Colonel, who served as Director of Information Management for the Area Support Group (ASG) Kuwait.

3. Camp Arifjan, Kuwait was an established Army post in Kuwait, which was a forward logistics base for the entire Southwest Asia Theater of Operations, to include military operations in Iraq and Afghanistan.

4. Defendant **Moss** was the Director of Information Management for Area Support Group-Kuwait who was appointed to his Director post in November 2007.

5. Defendant **Moss** supervised approximately five soldiers, and one Department of the Army civilian in his Area Support Group which was responsible for all communications assets within Kuwait supporting Army Operations Iraqi Freedom and the Kuwait Defense Cooperation

Agreement, including planning, budget estimates, coordinating purchases, and issuing equipment to insure efficient use of funds.

6. By virtue of his position of trust, defendant **Moss** was a fiduciary of the United States and the Army who was obligated to be honest and loyal, obligated to disclose all facts that his employer was entitled to know, and obligated to safeguard information, property, and money of the United States of America.

7. Al-Pacific LTD Est. for Electronics (Al-Pacific) was an electronics communications and services company which primarily provided the access, installation, maintenance of cable and satellite television as well as internet connectivity to units within Camp Arifjan, Kuwait, Area Support Group.

8. Makhpiya Project Management (MPM) was a general contractor specializing in engineering, construction, and communications.

9. From on or about November 1, 2007, to on or about June 30, 2010, defendant Lieutenant Colonel Moss personally accepted at least \$253,000.00 in funds from the owners and agents of the companies Al-Pacific and MPM while serving as the designated commander for the Area Support Group, in Camp Arifjan, Kuwait.

10. From September 14, 2009, to May 1, 2012, defendant **Moss** transferred some of the funds by wire transfer and cash deposits into three accounts at federally insured USAA Bank, which had a branch in San Antonio, Texas, within the Western District of Texas. Moss lived in a residence in Cibolo, Texas, within the Western District of Texas.

11. Defendant **Moss** transferred some of the funds by wire transfer and cash deposits into another account at federally insured Bank of America, which had branches in San Antonio, Texas, and surrounding areas within the Western District of Texas.

12. Defendant **Moss** also used some of the funds to purchase real estate and vehicles, among other things.

13. Defendant **Moss** accepted and received the funds in exchange for favoring Al-Pacific and MPM during the Army contract award selection process; recommending MPM as a subcontractor to other companies that were awarded contracts; and expediting Al-Pacific and MPM's requests for security badges allowing both companies more efficient access to the base.

14. That from on or about November 1, 2007, to on or about June 30, 2010, in the Western District of Texas, and elsewhere, the defendant,

MARK L. MOSS

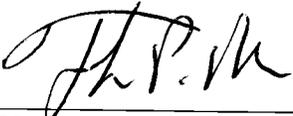
being an officer and employee of the executive branch of the United States Government, willfully and knowingly did participate personally and substantially as a government officer and employee through recommendation, the rendering of advice, developing restrictive contract requirements, and otherwise in the formulation and carrying out of U.S. Army contracts involving the companies Al-Pacific and MPM, in which defendant Moss had a financial interest.

All in violation of Title 18 U.S.C. Sections 208(a) and 216(a)(2).

Respectfully Submitted,

ROBERT PITMAN
UNITED STATES ATTORNEY

By:



THOMAS P. MOORE
Assistant United States Attorney