SEALED

FILED
NOV 19 2015
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY DEPUTY CLERK

UNITED STATES DISTRICT COURT

for the

Eastern District of California

United States of America
v.

DUMITRU MARTIN,
Defendant

Case No. 2:15-MJ-0220 CKD

CRIMINAL COMPLAINT

I, Matthew Young, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of October 27, 2014 through October 7, 2015 in the county of Solano in the Eastern District of California, the defendant(s) violated:

Code Section	*Offense Description*
18 U.S.C. § 201	Bribery of a Public Official

This criminal complaint is based on these facts:

(see attachment)

☒ Continued on the attached sheet.

Complainant's signature

MATTHEW YOUNG, Special Agent, FBI
Printed name and title

Sworn to before me and signed in my presence.

Date: November 19, 2015

Judge's signature

City and state: Sacramento, California

Carolyn K. Delaney, U.S. Magistrate Judge
Printed name and title

AFFIDAVIT IN SUPPORT OF ARREST WARRANT AND CRIMINAL COMPLAINT

I, Matthew Young, am a Special Agent with the Federal Bureau of Investigation (FBI), Sacramento, having been duly sworn, do depose and state the following:

A. QUALIFICATIONS OF AFFIANT

1. I am a Special Agent with the Federal Bureau of Investigation and have been since October 1998. I received over four months of investigative training at the FBI Academy in Quantico, Virginia. I have attended several training courses during the past 16 years that directly relate to corruption investigations. During my time as a Special Agent with the FBI, I have conducted and/or participated in numerous criminal investigations involving, but not limited to: Corruption of Public Officials, Money Laundering, Criminal Enterprises, Terrorism, National Security Matters, Bank Fraud, Mail Fraud, Drugs, Wire Fraud, Computer Fraud, Financial Institution Fraud, Mortgage Fraud, and other white collar crimes. Many of these investigations have involved the use of cooperating witnesses, informants, and confidential human sources. I have conducted and/or participated in numerous search warrants and have written affidavits in support of search warrants. I have conducted physical surveillance and have monitored electronic surveillance. I am currently assigned to the Sacramento Division of the FBI on an investigative squad that handles the investigation of public corruption. I have extensive experience and training related to computers, computer networking, and computer operating systems.

B. BACKGROUND

2. The FBI's Legal Attaché (LEGAT) Office located in Bucharest, Romania provided the Sacramento Division of the FBI source reporting information that members of the MARTIN family and others, were seeking to bribe a United States military official in exchange for the award and issuance of U.S. government contracts to the MARTIN's company, POLARIS M HOLDINGS ("Polaris"). The contracts were to be executed on the Mihail Kogalniceanu Air Base located in Romania.
3. I initiated an investigation into the MARTIN family and others in July 2014. I was assisted by LEGAT Bucharest, the San Francisco Office of the FBI, units of the United

States Air Force based out of Travis Air Force Base (Travis AFB), and Air Force Office of Special Investigations (AFOSI).

4. While pursuing the investigation I was made aware that Romanian law enforcement was investigating Polaris for corruption and paying bribes to Romanian City and State officials.

D. SUBJECT DESCRIPTION

5. Subject description information and background was obtained from the following sources and criminal indices: Sacramento Sheriff's Department Known Person Finder, California Law Enforcement Telecommunications System (CLETS), California Department of Motor Vehicles (DMV), National Crime Information Center (NCIC), local utility records, source information, reports of physical surveillance, conversations with other agents and officers participating in this investigation, debriefs of CHSs participating in the investigation, and my own participation in the investigation.

6. The following summarizes the descriptive information I have obtained regarding DUMITRU MARTIN. He is 55 years old and the FBI is aware of his specific date of birth. DUMITRU MARTIN is listed as 5'8" tall, 210 pounds, and has brown hair and brown eyes. His current address is 3161 37th Street, Apt 2B, Astoria, New York 11103.

C. SUMMARY OF RELEVANT STATUTE

7. 18 U.S.C. § 201 Bribery of public officials and witnesses

(a) For the purposes of this section –

(1) the term "public official" means . . . an officer or employee or person acting for or on behalf of the United States, or any department . . . thereof . . . under or by authority of any such department . . . or branch of Government . . .

(b) Whoever—

(1) directly or indirectly, corruptly gives, offers or promises anything of value to any public official , . . or offers or promises any public official . . . to give anything of value to any other person or entity, with intent—

(A) to influence any official act; or

(B) to influence such public official . . . to commit or aid in committing, or collude in, or allow, any fraud, or make opportunity for the commission of any fraud, on the United States; or

(C) to induce such public official . . . to do or omit to do any act in violation of the lawful duty of such official or person.

E. CASE SUMMARY

8. FBI Sacramento used three Confidential Human Sources (CHS) in conducting the investigation. CHS S00048813 ("CHS-13") is working the matter at the request of the FBI and is pending sentencing for having accepted bribes while a member of the U. S. military working as a contracting official. CHS-13 is hoping the cooperation provided will result in a reduced sentence. CHS S00064959 ("CHS-59") is working the matter at the request of the FBI and is an active member of the U.S. military in good standing. CHS-59 currently holds the rank of Major. CHS S00022284 ("CHS-84") is working the matter at the request of the FBI and is a former member of the U.S. military.

9. CHS-13 made contact with representatives of Polaris via email and telephone. Through these communications, a meeting was arranged for representatives of Polaris to meet in person with CHS-13, CHS-59 (the Commander of a U.S. Air Force contracting squadron located on Travis AFB), and CHS-84, who acted as a business person interested in obtaining Romanian government contracts in Romania.

10. CHS-59 is a U.S. Air Force officer authorized to issue contracts on behalf of the U.S. Air Force. Accordingly, CHS-59 (the "Commander") is a public official.

First Meeting

(Suisun, California)

11. An initial meeting took place on or about October 27, 2014, in Suisun City, California between CHS-13, CHS-84, and two Polaris representatives, ANAMARIA CRUCERU and CONSTANTIN SCHILLER. CHS-13 explained to CRUCERU and SCHILLER that there were two ways they could obtain a U.S. military contract: (1) they could compete for a contract award, winning the contract if their bid was the lowest bid; or (2) they could discuss options for them to be guaranteed a contract award. CRUCERU and SCHILLER indicated they wanted to pursue the guaranteed option, and offered to pay the Commander (CHS-59) a "commission" payment of 10% of the total value of a contract in return for the Commander's guarantee that the contract would be awarded to Polaris. They agreed that half of the total "commission" payment would be paid in person to the

Commander (CHS-59) when the Commander signed the contract; they would pay the other half when Polaris received payment on the contract.

Second Meeting

(Travis Air Force Base, California)

12. A follow-on meeting was conducted on or about October 27, 2014, on Travis AFB between CRUCERU and SCHILLER (the Polaris representatives) and CHS-59 (the Commander). Also present at this meeting were CHS-13 and CHS-84. During this meeting, the Polaris representatives confirmed with CHS-59 (the Commander) that the bribe they were offering (which was called a "commission") was in exchange for the guarantee that Polaris would be awarded a government contract. The Commander agreed to accept the bribe offered by the Polaris representatives, but said he wanted an owner of the company to personally sign the contract and provide the bribe payment. Polaris is owned by the MARTIN family. The Polaris representatives agreed to the arrangement.

13. That night, DUMITRU MARTIN flew to California to personally meet with the Commander (CHS-59).

Third Meeting

(San Francisco, California)

14. On or about October 29, 2014, DUMITRU MARTIN met with CHS-84 because the Commander was unavailable. SCHILLER also participated in this meeting. CHS-84 explained to DUMITRU MARTIN that the Commander and "Chris" (CHS-13) were in agreement with everything that had been discussed the day before. Specifically, CHS-84 told DUMITRU MARTIN that he worked with the Commander directly and would receive information regarding what the competing companies were bidding so Polaris could adjust their bid accordingly to insure that they were the lowest bidder. DUMITRU MARTIN acknowledged that he understood what CHS-84 was referring. DUMITRU MARTIN agreed that he would "settle" everything with the Commander in person to include the "commission."

15. CHS-84 and DUMITRU MARTIN discussed a contract for "connex" boxes and during this conversation, DUMITRU MARTIN told CHS-84 that he would not pay the "commission" on "Europe territory." DUMIRTU MARTIN explained that it is safer to do it in the U.S. and that if done in Europe, the Europeans would look at where the

money went. CHS-84 specifically mentioned the "commission" for the Commander (CHS-59) and said it is easier to wash "10%" in the U.S. that in Europe. DUMITRU MARTIN indicated that he agreed.

16. During the following two months CRUCERU communicated with CHS-13 about specific contracts that could be awarded to Polaris by the Commander (CHS-59) as a result of the agreement to pay a bribe. In January 2015, CRUCERU communicated via email Polaris's desire to be awarded a contract worth in excess of $15 million.

Fourth Meeting

(New York, New York)

17. On or about January 26, 2015, CHS-13 and CHS-84 met with DUMITRU MARTIN and his daughter in Manhattan. During this meeting, DUMITRU MARTIN agreed to pay a "commission" to the Commander (CHS-59) in the amount of 10% of the total value of the contract issued. CHS-13 explained that SCHILLER had told him that the 10% commission would be rolled back into the value of the contract and asks DUMITRU MARTIN if he is okay with that. DUMITRU MARTIN responded "Yes, I am comfortable." DUMITRU MARTIN made comments about not paying the "commission" in cash and suggested using a consulting invoice.

18. Later in the conversation, DUMITRU MARTIN added that if the payment was to be in cash, he would charge a 16% fee that would be subtracted from the bribe payment itself. DUMITRU MARTIN informed the CHSs that he would be making the payment to the Commander in person and agreed to be available the last week in February 2015 to travel to Travis AFB to do so.

19. During this conversation, DUMITRU MARTIN began to lay out a plan to conceal the bribe payment to the Commander through the use of a consulting invoice instead of cash. The use of consulting and maintenance contracts and invoices to conceal the Commander's "commission" was later detailed to CHS-13 by the Polaris representatives sent by DUMITRU MARTIN during a meeting on May 25, 2015 in Budapest, Hungary.

Subsequent Events

20. In February 2015, CHS-13 sent Polaris a bid solicitation for a multi-million dollar contract to deliver products to U.S. forces stationed at Mihail Kogalniceanu Air Base in Romania. The contract had a financial cap of approximately $22 million. Per their

agreement in October 2014, CHS-13 provided CRUCERU with information purportedly from the lowest bidder so that Polaris could insure their bid came in lower, meaning that they would win the contract. On February 20, 2015, Polaris provided a bid to CHS-13 for delivery to the Commander (CHS-59) that was just under the lowest bid by a notional competitor, as provided to them by CHS-13.

21. On February 20, 2015, email communications with CRUCERU confirmed that "Mr. MARTIN" would sign the bid submission for Polaris.

22. Subsequent events in Romania related to Polaris delayed, then prevented, DUMITRU MARTIN or representatives of Polaris from being able to make the scheduled meeting to sign the contract and pay the bribe to the Commander. The LEGAT in Bucharest, Romania, informed SA Young that Polaris had been contacted by Romania law enforcement conducting a corruption investigation. The reports from the LEGAT in Bucharest suggested that the MARTIN Family was concerned about continuing with the contract in the U.S. given ongoing the Romanian corruption investigation being conducted against Polaris.

23. In March 2015, shortly after the missed meeting, CHS-13 received a call from DUMITRU MARTIN. During that call, DUMITRU MARTIN told CHS-13 that he was going to have a manager travel from Romania to discuss the details of the contract with CHS-13 in person. DUMITRU MARTIN said he was scheduled to go to Romania at that time, but he may delay his trip and join the manager. DUMITRU MARTIN would not directly name who the person was, but he said his English was very good.

24. Due to delays in getting the first contract signed and awarded, CHS-13 informed Polaris that the contract had to be awarded to another vendor, but that the Commander had other contracts that Polaris might be interested in acquiring. CHS-13 offered his availability to meet with representatives of Polaris in Europe to discuss the new contracts that were available. CHS-13 communicated that he was going to be traveling in Europe on business in May 2015, and that he could meet with them during his stay in Budapest, Hungary. CRUCERU responded via email and accepted CHS-13's offer to meet in Budapest, Hungary in May 2015.

25. Prior to their meeting in Budapest, CHS-13 sent Polaris another bid solicitation for a multi-million dollar contract to deliver products to U.S. forces stationed at Mihail

Kogalniceanu Air Base in Romania. The contract, which was to supply shipping/storage containers over a five-year period, had a cap of approximately $12 million.

Fifth Meeting

(Budapest, Hungary)

26. On May 26, 2015, CHS-13 met with CRUCERU, SCHILLER, and MARCELLE BANAGA ("The Polaris Representatives") at an area within the Corinthia Hotel Budapest that was open to the public. At this meeting BANAGA expressed that they could not communicate over the phone or in email.

27. CHS-13 proposed using a GMX email account to which they would both have access to and use draft messages to relay information. This would prevent a record of a sent email from being created. CHS-13 suggested using a code word in their known emails to each other to signal that a draft message was waiting, and once the draft email was read it would be deleted. The Polaris Representatives liked the idea and agreed to it. They decided to create the email account "US_Romania15@gmx.com" with the password "5afrodita." The account was later changed to US_Romania16@gmx.com.

28. During the May 26, 2015 meeting, CHS-13 advised them that they could legitimately compete for, and win, a contract. The Polaris Representatives told CHS-13 that they wanted to pay the Commander to guarantee being awarded a contract instead.

29. The Polaris Representatives asked that the contract be modified to have two distinct line items: one for the product and the other for warranty/service. According to the Polaris Representatives, this was simply a business decision.

30. The Polaris Representatives also explained they would issue a separate commercial consulting contract to one of the CHS's companies to facilitate the initial bribe payment of $100,000 to the Commander (CHS-59). Earlier, on October 28, 2014, and January 26, 2015, DUMITRU MARTIN had agreed with the arrangement to pay a "commission" to the Commander of 10% of the total value of the contract, which was estimated to be over $10 million. Accordingly, the total bribe payment was expected to be roughly $1 million.

31. The Polaris Representatives, led by BANAGA, suggested the rest of the bribe payment could be paid in installments over the course of the five years. Specifically, BANAGA suggested entering into a second five-year commercial contract with one of the CHS's companies for maintenance and repair of the shipping/storage containers as a cover for

the bribe payment. The Polaris Representatives agreed to have all three of the contracts signed at Travis Air Force Base in California. BANAGA also offered to meet the CHS in Vienna, Prague, or Istanbul to discuss future contracts.

32. Since the May 26, 2015 meeting in Budapest, CHS-13 communicated details of the contract, to include competitor bid information, via the GMX account as agreed upon. CRUCERU regularly used the GMX account to communicate with CHS-13.

E-mail to Travis Air Force Base

(Travis AFB, California)

33. On July 7, 2015, Polaris submitted a revised bid for a contract to a U.S. military email address at Travis Air Force Base. The bid amount of $10.35 million was higher than Polaris's original bid submission, but just below the next lowest bidder's amount. Polaris was able to raise their bid amount while maintaining their status as the lowest bidder on the contract due the competing bid information provided to them by CHS-13. Unbeknownst to DUMITRU MARTIN and the other Polaris Representatives, there were no other actual bidders to this contract. DUMITRU MARTIN's signature appeared on the bid.

Sixth Meeting

(Sacramento, California)

34. On September 11, 2015, DUMITRU MARTIN met with CHS-13 at the CHS's hotel and the two went over the contracts that were to be signed with the Commander. DUMITRU MARTIN explained to CHS-13 that after signed copies of the contracts were faxed to Polaris in Romania the payment for the Commander would be sent. DUMITRU MARTIN indicated to CHS-13 that this process would make everything look "clean" and was a better method then paying in cash or jewelry. DUMITRU MARTIN further explained that if any auditors inspected the files of Polaris they would see that all money transfers were done for apparently legitimate reasons. This conversation was not recorded due to a failure of the recording equipment. Following this meeting, DUMITRU MARTIN and CHS-13 traveled onto Travis, AFB and met with the Commander (CHS-59). The three men met in a vacant office in a vacant wing of a building on Travis AFB. During this meeting, DUMIITRU MARTIN signed the official military contract and the two commercial contracts that were established to conceal the

bribe payments. CHS-59 asked DUMITRU MARTIN if he could expect the initial payment of $100,000 the next week. DUMIRTU MARTIN replied "yes" and reassured CHS-59. This conversation was audio and video recorded.

35. Immediately after the meeting with CHS-59, CHS-13 and DUMITRU MARTIN continued to discuss the plan to obtain a U.S. military contract by paying the Commander. During this conversation, DUMITRU MARTIN explained to CHS-13 that he trained BANAGA and they discussed the importance of making everything look legitimate in case there was any scrutiny from outside agencies. This conversation was not recorded due to a failure of the recording equipment.

36. A covert bank account was set up in July 2015, by the FBI, to facilitate the planned wire transfer of $100,000 that was agreed upon as the initial installment of the "commission" payment to the Commander (CHS-59).

37. Between September 11 and September 19, 2015, CHS-13 communicated with DUMITRU MARTIN and CRUCERU about the status of the $100,000 wire transfer. On September 19, 2015, a wire transfer of $100,000 was received from Polaris to the FBI's covert account. The money was withdrawn and placed in evidence on October 14, 2015.

Seventh and Eight Meetings

(New York, New York)

38. On October 6, 2015, CHS-13 met with DUMITRU MARTIN, his daughter (the Daughter), and another woman described by DUMITRU MARTIN as his friend and attorney (the Attorney). CHS-13 traveled to New York only expecting to meet with DUMITRU MARTIN in order to discuss additional military contracts that could be awarded via the same scheme with the Commander (CHS-59).

39. DUMITRU MARTIN picked the CHS-13 up in his car in order to drive to a restaurant for dinner. Also in the vehicle were the Daughter and the Attorney. During the drive to the restaurant, CHS-13 and DUMITRU MARTIN discussed the recent payment to the Commander for the awarding of a contract to Polaris. CHS-13 explained to DUMITRU MARTIN that the Commander was concerned about getting his money via wire transfer because he had only been paid in cash before. CHS-13 let DUMITRU MARTIN know that he had to explain to the Commander that getting paid via wire transfer on a consulting contract was much safer and a better way. DUMITRU MARTIN repeatedly

agreed with CHS-13 as he talked about how the Commander was paid. CHS-13 and DUMITRU MARTIN discussed new contracts that could be awarded to Polaris if they want them.

40. While at the restaurant, the Daughter and the Attorney excused themselves. CHS-13 and DUMITRU MARTIN discussed the payment to the Commander, how to continue the scheme to provide bid information to DUMUTRU MARTIN and Polaris on contracts, and how to continue payments to the Commander via wire transfer on the consulting contract. The two discussed how the use of consulting contracts to pay the Commander is the safest way to make the payments, because it will look legitimate to someone looking at them. DUMITRU MARTIN advised CHS-13 against paying in cash and that cash is "dangerous every time." DUMITRU MARTIN offered to pay a large "commission" to the Commander for contracts they get that have a larger profit margin. DUMITRU MARTIN offered to move to San Francisco for a year to set up a new consulting company and to show CHS-13 how to set up everything including with the banks. He advised CHS-13 that everything has to be "sharp."

41. DUMITRU MARTIN advised CHS-13 not to call him on his cell phone when he is outside of the United States.

42. The following day, on October 7, 2015, DUMITRU MARTIN and CHS-13 met and discussed how the use of invoices, contracts, and a consulting company protected everyone. CHS-13 made a point to mention all the copies of invoices that DUMITRU MARTIN had so when someone came to audit it looked legitimate. DUMITRU MARTIN expressed excitement that CHS-13 understood now why he was doing things in such a way.

43. DUMITRU MARTIN explained that only certain things are to be discussed with SCHILLER, CRUCERU, and BANAGA. DUMITRU MARTIN explained the rest was to be discussed with him, face-to-face. DUMITRU MARTIN told CHS-13 that when it comes to talking "number," meaning the inside information on pricing and bids, that that information is not to be sent over email and they must meet in person to discuss.

F. RECORDED EVIDENCE

44. The FBI has recordings of the meetings (Meeting 1 and Meeting 2) on October 27, 2014, involving CRUCERU, SCHILLER, CHS-13, CHS-59 and CHS-84. These recordings contain the agreement between CRUCERU and SCHILLER to bribe the Commander (CHS-59) in exchange for the award of a U.S. government contract.

45. The FBI has recordings of the meeting (Meeting 3) on October 29, 2014, between DUMITRU MARTIN and CHS-84. These recordings contain statements by DUMITRU MARTIN acknowledging and agreeing to pay a bribe to the Commander (CHS-59).

46. The FBI has recordings of the meeting (Meeting 4) on January 26, 2015, between DUMITRU MARTIN, CHS-13 and CHS-84. These recordings contain statements by DUMITRU MARTIN regarding the payment of a bribe to the Commander at the time of signing the Polaris contract.

47. The FBI has recordings of the meeting (Meeting 5) on May 26, 2015 in Budapest, Hungary involving CHS-13, BANAGA, SCHILLER and CRUCERU. These recordings contain statements by BANAGA regarding the payment of a bribe to the Commander (CHS-59) in exchange for a U.S. government contract and statements concerning the use of commercial contracts to facilitate/conceal the bribe payment.

48. The FBI has recordings of the meeting (Meeting 6) on September 11, 2015 on Travis AFB involving DUMITRU MARTIN, CHS-13 and CHS-84. These recordings contain statements regarding the use of invoices to facilitate/conceal the bribe payment to the Commander (CHS-59) and the timing of the payment.

49. The FBI has recordings of the meetings (Meeting 7 and Meeting 8) on October 6 and 7, 2015, in Manhattan between DUMITRU MARTIN and CHS-13. These recordings contain statements by DUMITRU MARTIN regarding the payment of a bribe to the Commander (CHS-59) for having awarded a U.S. government contract to Polaris, and statements concerning the use of invoices and a wire transfer to pay the bribe to the Commander (CHS-59).

50. The following are summaries/excerpts of some of the e-mails obtained during the investigation. I believe these documents contain evidence of a scheme to bribe a U.S. military contracting officer (the Commander) in return for the guarantee of being awarded a U.S. government contract.

a. On February 20, 2015, CRUCERU emailed CHS-13 (also known as "Chris") the following:

> Dear Chris,
>
> Please be informed that we succeeded to find Mr Martin, and he will sign the price offer as you requested. You will receive also the signed price offer.

b. Due to complications arranging a meeting within the United States, CHS-13 (also known as "Christopher") offered, via email, to meet DUMITRU MARTIN and/or representatives of Polaris in Europe in May/June 2015. On May 8, 2015, CRUCERU responded with the following:

> Dear Christopher,
>
> I apologize that we didn't reply to none of your last emails, but I was out of the office due to some serious medical problems- I could read my emails from my mobile, but I couldn't discuss with Mr Schiller- who was abroad also 2 weeks for contracting.
>
> He is agreed that there are chances for a further cooperation between us, but as you said it would be better for a meeting to clarify all the misunderstandings -somewhere in Europe in the place and period chosen by you.
>
> In the end of my email, just a small remark: the contract and all discussions were about containers - not trailers! We are not able to produce trailers, and I think we specified to you this.
>
> So, we are waiting for your reply regarding further inquiries and a a possible meeting in Europe.
>
> Best Regards,
>
> Anamaria Cruceru

c. CHS-13 responded to CRUCERU suggesting Budapest, Hungary as a possible meeting location during the end of May 2015.

d. On May 18, 2015, CRUCERU responded with the following:

> Dear Christopher,
>
> My manager Mr Schiller is agreed to meet you in Budapest, and he

proposed as a date of meeting 25th of May. Is this date convenient for you? Please let us know.

Kind Regards,

Anamaria

e. On May 19, 2015, CRUCERU sent the following email:

Dear Christopher,

Please be informed that we will arrive in Budapest on 25th of May and we'll return back on 26th evening. We will stay in the central part of Budapest, but not at the hotel booked by you- but it is OK to meet you there. So we propose to start the meeting at 10,00, if this is OK for you. My manager Mr Schiller and I, we'll be also present at the meeting with you.

Please let me know if you agreed with our proposal, and let me know also how do we get you there (you'll be waiting in the hotel lobby, you'll let the details at reception....?)

Waiting for your reply before Monday the 25th.

Thanks & Best Regards,

[Anamaria]

f. On May 21, 2015, a contract solicitation was provided to Polaris via email from a military email address located at Travis, AFB California.

g. On May 22, 2015, CRUCERU sent the following email:

Dear Christopher,

Please be informed that we received a solicitation for 1500 pcs 10 foot Standard Dry containers, we reviewed it so we'll be able to discuss upon it on Tuesday the 26th of May – at our meeting.

I suppose that the hour of meeting remains 10 am, please confirm it. Our flight schedule remains the same.

Looking forward to meet you.

h. On May 30, 2015, CRUCERU posted the following draft message for CHS-13 to the GMX account:

> Ok, Chris, I saw you created this account [the GMX account]. Now we're waiting for other prices for the ongoing solicitation-as we've discussed in Budapest.

i. On June 3, 2015, CRUCERU posted the following draft message for CHS49913 on the GMX account:

> Do you have any news regarding the solicitation? target prices, etc.. Did you speek to with the Commander about what we proposed during the meeting? On the 4th of June we should send the quotation so it would be better if we'd have any reply from you regarding this.
> Kind regards,
> Anamaria.

i. In June 2015, several more draft emails were posted for CHS-13 in the GMX account inquiring about pricing for the solicitation.

j. CHS-13 responded by posting draft emails in the GMX account with bid pricing information as to what other competitors were bidding on the contract. As a result of the bid information, on July 7, 2015, Polaris submitted a revised bid with an increased amount. As discussed below, DUMITRU MARTIN signed the revised bid for $10.35 million.

k. On July 1, 2015, a draft email was posted to the GMX account by CRUCERU for CHS-13 with the following language:

> Hi, we discussed this matter here with Mr Schiller and the Administrator, and of course the owner Mr Martin, and they decided that only Mr Martin will sign the contract in US with the Commander-at the date chosen by you. Our kindly request is that after the acceptance of the quotation, to send us the "drafts" of the 3 contracts to be reviewed by us. Today we'll send the new quotation. So we'll keep in touch after that. My kind regards.
> Ana

l. On July 7, 2015, CHS-13 posted the following draft email in the GMX account:

> I just had a meeting with the commander and he wanted me to reach out to you and ask if you intended to keep your bid the same or if you intended to raise it. In the past I know you've had trouble with the unit's email

address, was that the case this time? I was told that your bid was $9.9 million but the next lowest bid was $10.5 million. You can actually increase your bid and submit a new bid.

m. On July 7, 2015, CRUCERU sent an email with a revised bid amount of $10.35 million to the U.S. Military email address at Travis AFB, California:

Dear Sirs,

Please find again our revised quotation- attached.

The remarks, regarding technical specification remain the same - see below.

You are kindly requested to give us am official reply that you received this quotation.

Thank you & Best Regards

Anamaria Cruceru

n. The revised bid submitted by Polaris was signed by DUMITRU MARTIN.

51. On September 11, 2015, after the signing of the contracts, DUMITRU MARTIN acknowledged to the Commander (CHS-59) that $100,000 will be paid the following week.

52. On October 6 and 7, 2015, DUMITRU MARTIN repeatedly acknowledged and confirmed that he paid the Commander a "commission" for awarding a contract to Polaris.

G. REQUEST TO SEAL

53. It is respectfully requested that this Court issue an order sealing, until further order of the Court, all papers submitted in support of this request for a criminal complaint and arrest warrant, including the actual complaint and arrest warrant. I believe that sealing these documents is necessary because DUMITRU MARTIN is currently out of custody and may decide to flee to Romania, or elsewhere, in light of the ongoing criminal investigation. Based upon my training and experience, I have learned that criminals actively search for criminal affidavits and search warrants via the internet, and they also disseminate them to other criminals as they deem appropriate, i.e., post them publicly online.

54. Premature disclosure of the contents of this affidavit and related documents may have a significant and negative impact on the investigation. Further, this affidavit relies on

information from a confidential human source. Disclosure of the information from these individuals may reveal their identities.

H. CONCLUSION

55. Based upon the facts set forth in this affidavit, and my experience investigating public corruption, international corruption, and contract fraud, there is probable cause to believe that DUMITRU MARTIN and others committed a violation of 18 U.S.C. § 201 – Bribery of a Public Official.

Matthew Young
Special Agent
Federal Bureau of Investigation

Sworn and subscribe before me this 19th day of November, 2015

United States Magistrate Judge

Carolyn K. Delaney
U.S. Magistrate Judge