

FILED

OCT 20 2010

**CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS OFFICE**

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

CHARLES PRIESTLY,)

Defendant.)

CRIMINAL NO. 10-30180-DRH

Title 18,
United States Code,
Section 287

INDICTMENT

THE GRAND JURY CHARGES:

COUNT ONE: False, Fictitious, and Fraudulent Claim

At all times relevant in the Indictment:

1. The United States Transportation Command, hereinafter USTRANSCOM, is the single manager for air, land, and sea transportation for the global deployment, employment, sustainment, and redeployment of United States forces.

2. USTRANSCOM exists under the Department of Defense, a department of the United States.

3. USTRANSCOM routinely enters into contracts with private business in order to execute its duties.

4. **CHARLES PRIESTLY**, acting as the owner of Hummingbird Aviation, LLC, won a contract with USTRANSCOM to provide helicopters and personnel for services in Afghanistan. The helicopters were required to obtain clearance from the Federal Aviation Administration before being operated in Afghanistan. Ultimately, the Federal Aviation Administration denied certification for the helicopters to be supplied by **CHARLES PRIESTLY** and Hummingbird Aviation, LLC.

The contract between **CHARLES PRIESTLY** acting as Hummingbird Aviation, LLC and USTRANSCOM was terminated for convenience.

5. USTRANSCOM, during the course of the contract and as a result of the termination, paid **CHARLES PRIESTLY** acting as Hummingbird Aviation, LLC for costs incurred.

6. USTRANSCOM required **CHARLES PRIESTLY**, acting as Hummingbird Aviation, LLC, to present proof of costs Hummingbird Aviation, LLC incurred during the contractual period. **CHARLES PRIESTLY** presented a lease which purported to show that Hummingbird Aviation, LLC paid \$150,000 per month for leasing helicopters from Helimed Limited for the time periods of October, 2007 and November, 2007. **CHARLES PRIESTLY** requested payment of \$300,000 pursuant to the purported helicopter lease.

7. Hummingbird Aviation, LLC, however, did not have a contract with Helimed Limited until November 29, 2007, never took possession of the helicopters, and never paid Helimed for the actual terms of the contract which existed from November 29, 2007, until April 8, 2008.

8. Paragraphs 1 through 7 are incorporated herein.

9. On or about December 14, 2007, in St. Clair County, Illinois, within the Southern District of Illinois, and elsewhere,

CHARLES PRIESTLY,

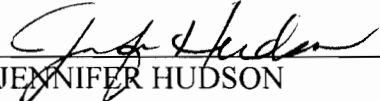
defendant herein, made and presented to USTRANSCOM, under the Department of Defense, a claim against the United States Department of Defense, USTRANSCOM, a bill for helicopter rental for the months of October, 2007 and November, 2007, totaling \$300,000, knowing that the claim was false, fictitious, and fraudulent in that the lease for the helicopter did not begin until November 29,

2007 and that **CHARLES PRIESTLY**, acting as Hummingbird Aviation, LLC, was not entitled to such payment, all in violation of Title 18, United States Code, Section 287.


A TRUE BILL

[REDACTED]

FOREPERSON



JENNIFER HUDSON
Assistant United States Attorney



STEPHEN R. WIGGINTON
United States Attorney

Recommended Bond: Charles Priestly 10,000 Own Recognizance