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Description of document: Closing memo and final report for 27 General Services Administration (GSA) Office of the Inspector General (OIG) investigations, 2008-2012

Requested date: 29-April-2012

Released date: 05-June-2012

Posted date: 23-July-2012

Titles of documents: See following page

Source of documents: OIG Freedom of Information Act Officer
GSA, Office of Inspector General (JC)
1800 F Street, N.W., Room 5326
Washington, DC 20405
Fax: (202) 501-0414
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RECORDS INCLUDED

1. I09-0-0250 - abuse of the Government Airfare Program, 2012
2. I09D0759 - Suspicious Financial Activity, January 4, 2012
3. I09H0357 - Report of Investigation, July 29, 2010
4. I09M0806 - Report of Investigation re Employee Misconduct, December 8, 2009
5. I09W0344 – Retaliation, December 21, 2010
6. I-09-W-0450 - Report of Investigation re: Recommendation for Consideration of Debarment, October 16, 2009
7. I-09-W-0452 - Report of Investigation re: Recommendation for Consideration of Suspension, October 16, 2009
8. I030116 - alleged theft, October 23, 2010
9. I04-0038 - False Statements and Obstruction, 2009
10. I050043 - False Claims, 2011
11. I-06-0013 - Theft/Conversion of Surplus Government Property, March 8, 2010
12. I060197 - OIG Complaint, May 5, 2010
13. I060216 – potential conflict of interest, August 17, 2011
14. I070013 - Blackmail of a GSA Employee, June 1, 2010
15. I-07-0241 - RAINMAKERS investigation, April 15, 2011
16. I0970424 - Fraudulent Acquisition of Surplus Property, February 6, 2012
17. I0691000 – VFCC Fraud, March 13, 2012
18. I0841108 - Gratuities, 2010(?)
19. I0891820 - Purchase Card Abuse, January 5, 2012
20. I0891900 - favoritism, March 19, 2012
21. I-09-00576 - Mail/Wire Fraud, Theft of Government Property, 2011(?)
22. I0920058 - Hostile Work Environment, April 28, 2010
23. I0940378 - [subject redacted], December 2, 2010
24. I0940819 - [subject redacted], October 27, 2010
25. I1090212 - Debarment: Former U.S. Customs and Border Protection Office[r?], November 26, 2010
26. I113-2469 - [subject redacted] US Army, December 9, 2011
27. I070093 - Consolidated Edison Company Kickback Scheme, March 19, 2012



U.S. GENERAL SERVICES ADMINISTRATION
Office of the Inspector General

June 5, 2012

Re: Freedom of Information Act Request 12-62

This is in response to your Freedom of Information Act (FOIA) request dated April 29, 2012, in which you requested a copy of the closing memo and final report for each of the following GSA OIG Investigations: I030116, I040038, I050043, I060013, I060197, I060216, I0691000, I070013, I070093, I070241, I0841108, I0891820, I0891900, I0900250, I0900576, I0920058, I0940378, I0940819, I0970424, I09D0759, I09H0357, I09M0806, I09W0344, I09W0450, I09W0452, I1090212, I0950593 and I1132469. Your request was received in the GSA Office of Inspector General on May 8, 2012.

We have found documents responsive to your request, which we are releasing to you under the FOIA, with certain information withheld under Exemptions 5, 6, 7(C) and 7(E) of the FOIA. Exemption 6 of the FOIA, 5 U.S.C. §522(b) (6), relates to personal information regarding persons other than yourself. Release of this information would constitute a clearly unwarranted invasion of the personal privacy of the persons mentioned in the records. Information withheld pursuant to Exemption 7(C) of the FOIA, 5 U.S.C. §522(b)(7)(C), relates to personal information regarding persons other than yourself that is contained in investigatory files. Release of this information could reasonably be expected to constitute an unwarranted invasion of the personal privacy of the persons mentioned in the records. Redactions marked Exemption 7(C) are also covered by Exemption (6). In addition, the attorney-client privilege is protected by Exemption 5 of the FOIA, 5 U.S.C. § 552(b)(5), which protects confidential communication between an attorney and his client relating to a legal matter for which the client has sought legal advice. Lastly, certain information is being withheld pursuant to Exemption 7(E) of the FOIA, 5 U.S.C. § 552(b)(7)(E), which protects information that would disclose techniques and procedure for law enforcement investigations where disclosure could reasonably be expected to risk circumvention of the law.

As for I0950593, the Office of Inspector General did not find any responsive documents for this file.



You have the right to appeal for disclosure of any undisclosed information and the adequacy of our search by writing to the Freedom of Information Act Officer, Office of the Inspector General, General Services Administration, 1800 F Street, NW, Room 5332, Washington, D.C. 20405, within 120 days of your receipt of this letter. The appeal must be writing and contain a statement of reasons for the appeal. Please enclose copies of your initial request and this response. The envelope and letter should be clearly marked as a "Freedom of Information Act Appeal."

Sincerely,

A handwritten signature in black ink, appearing to read "Richard P. Levi". The signature is fluid and cursive, with the first name being the most prominent.

Richard P. Levi
Counsel to the Inspector General
(FOIA Officer)

Enclosure



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

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MEMORANDUM FOR: CLOSING MEMO TO FILE
FROM: (b) (7)(C), (b) (6)
SPECIAL AGENT-IN-CHARGE (JI-10)
CASE FILE: I09-0-0250
SUBJECT: TRAVEL MANAGEMENT INC.
(b) (7)(C), (b) (6)

Debarment

This memorandum presents the investigative findings regarding this matter.

The JI-10 office conducted an investigation concerning allegations of abuse of the Government Airfare Program by TRAVEL MANAGEMENT INC. (TMI) and (b) (6), (b) (7)(C) of TMI. The investigation revealed that TMI had abused the terms of the Government Airfare Program by overcharging federal travelers for the cost of airfare and by obtaining government contract ticket rates for non-federal travelers.

As TMI demonstrated a lack of business integrity through ITS abuse of the Government Airfare Program, this office referred TMI and (b) (7)(C), (b) (6) to the GSA Office of Acquisition Integrity for suspension / debarment.

On May 14, 2010, (b) (7)(C), (b) (6) Office of the Chief Acquisition Officer, notified this office that TMI and (b) (7)(C), (b) (6) had been debarred by GSA.

The debarments are effective until October 25, 2012.

This office is now closing this investigation.

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Office of Investigations (JI-10)
400 - 15th Street SW, Auburn, WA 98001

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
MIDWEST REGIONAL INVESTIGATIONS OFFICE

January 4, 2012

MEMORANDUM FOR FILE

FROM: (b) (7)(C), (b) (6)
SPECIAL AGENT
DENVER RESIDENT OFFICE (JI-8)

THRU: (b) (7)(C), (b) (6)
SPECIAL AGENT IN CHARGE
MIDWEST REGIONAL INVESTIGATIONS OFFICE (JI-6)

SUBJECT: (b) (6), (b) (7)(C)
Denver, CO
OGE 450 / Suspicious Financial Activity
Case Closing/Summary- GSA-OIG File Number I09D0759

This is to advise you that we have completed our investigation of (b) (7)(C), (b) (6), (b) (6), (b) (7)(C), (b) (6), GSA, Denver, CO.

On July 22, 2009, information was received from Federal Bureau of Investigations (FBI), that (b) (7)(C), (b) (6) (b) (7)(C), (b) (6) and (b) (7)(C), (b) (6)) failed a FBI back ground investigation.

A new FBI building was being constructed in Denver and the FBI office conducted background investigations on everyone that was associated with the construction of the new FBI building. (b) (6), (b) (7)(C) was the assigned GSA project manager/building manager for the older FBI and would be assigned to the new FBI building. (b) (6), (b) (7)(C) failed the FBI background check because (b) (6), (b) (7)(C) failed to repor (b) (6), (b) (7)(C) alias of (b) (7)(C), (b) (6) alias had felony arrest convictions identified under the name. In addition, three suspicious financial reports where discovered by the FBI during (b) (6), (b) (7)(C) background check which also raised concerns.

The suspicious financial transactions identified several cash like structuring deposits that were made to a bank account belonging to a gas station/convenience store (Yatra Inc) associated with (b) (6), (b) (7)(C). These deposits total over \$700,000. In 2002, (b) (6), (b) (7)(C) was hired by GSA as a federal employee and starting in 2007 was required to file annual OGE 450 reports (Ethic/Financial Disclosure Report). At that time (b) (6), (b) (7)(C) failed to disclose (b) (6), (b) (7)(C) association with Yatra Inc. Then on the 2008 OGE 450 renewal, (b) (6), (b) (7)(C) claimed (b) (6), (b) (7)(C) was a secretary for Yatra Inc. (b) (6), (b) (7)(C) also failed to identify on any of (b) (6), (b) (7)(C) GSA filed OGE 450s (b) (6), (b) (7)(C) spouse's income and (b) (6), (b) (7)(C) rental apartment's income from 2007 to present.

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GSA OIG, DOL OIG, and IRS CI reviewed records of subpoenaed bank records, mortgage records, and property records associated with Yatra Inc., (b) (6), (b) (7)(C), and others in attempt to identify the source of the suspicious transactions (cash deposits). It was identified that (b) (6), (b) (7)(C), (b) (7)(C), (b) (6), had majority ownership of Yatra Inc. since 2002. The source of money could not be clearly identified but appear to be cash received at the gas station (money gram and western union systems).

(b) (6), (b) (7)(C) was interviewed and claimed (b) (6) had no real involvement with Yatra Inc. since 2002. (b) (6), (b) (7)(C) claimed a large immigrant population existed around the gas station and they would bring the cash in to have it wired to families and also to obtain cashier checks to pay their local bills. This cash accumulated to large amounts at times and those large deposits were then made on numerous occasions. (b) (6), (b) (7)(C) iterated they did try to keep the deposits under \$10,000, to avoid filling out the reporting requirements (paperwork) when depositing more than \$10,000. (b) (6), (b) (7)(C) claimed the IRS approached Yatra Inc. at one time to discuss the cash deposits, which they explained, and the IRS never came back. (b) (6), (b) (7)(C) stated (b) (6) must not have clearly understood and hurried through the OGE 450 forms and didn't have any other reason for not reporting (b) (6) spouse's income, rental property, and loans. (b) (6) claimed (b) (6) did not try to deceive anyone by not reporting the information.

(b) (7)(C), (b) (6) has accepted a job with the State Department in India and (b) (6), (b) (7)(C) was going to be applying for other State Department jobs so that (b) (6) could join (b) (6), (b) (7)(C) family in (b) (6), (b) (7)(C), but until (b) (6), (b) (7)(C) received a job with the State Department only then would (b) (6) be leaving GSA to join (b) (6), (b) (7)(C) family in (b) (6), (b) (7)(C) has sold (b) (6), (b) (7)(C) house in Colorado and (b) (7)(C), (b) (6) has sold the gas station.

Investigation identified (b) (6), (b) (7)(C) did report (b) (6) alias to GSA when applying for the GSA job announcement back in 2002 and that GSA was aware of this alias when conducting its background investigation on (b) (6), (b) (7)(C). The application form did asked (b) (6), (b) (7)(C) to report any felony convictions within the past seven years (from the date of filling out the application) and (b) (6), (b) (7)(C) did not report the felony conviction because it was prior to the last seven year requirement listed on the application.

Investigation could not confirm where the cash came from reported by the suspicious financial reports. Assistant United States Attorney (AUSA) (b) (7)(C), (b) (6), District of Colorado, declined to take any action (b) (5)

(b) (6), (b) (7)(C) AUSA (b) (6), (b) (7)(C) further declined to take any action for the false OGE 450s on October 28, 2011.

On January 4, 2012, this office received notification that (b) (7)(C), (b) (6), (b) (7)(C), (b) (6) of Public Building Services, and (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), both of GSA in Denver, CO, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) OGE 450s.

Based upon the above, this case was closed on January 4, 2012. All related documents have been transferred to the case file in IG-IDEAS. If you have any questions please call Special Agent (b) (7)(C), (b) (6) at (b) (7)(C), (b) (6), or (b) (7)(C), (b) (6) at (b) (6), (b) (7)(C)



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

July 29, 2010

MEMORANDUM FOR:

(b) (7)(C), (b) (6) (b) (7)(C), (b) (6)
ASSISTANT SPECIAL AGENT IN CHARGE (JI-W)

FROM:

(b) (7)(C), (b) (6) (b) (7)(C), (b) (6)
SPECIAL AGENT (JI-W)

SUBJECT:

Report of Investigation re:

Recommendation for consideration of Debarment-

(b) (7)(C), (b) (6)
(b) (6), (b) (7)(C)

Case Number: I09H0357

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.

On February 24, 2009, pursuant to (b) (7)(C), (b) (6) criminal conviction, a request for debarment was sent to (b) (6), (b) (7)(C) Suspension and Debarment Official, Office of Acquisition Integrity.

On July 16, 2009, this office received a copy of a letter from (b) (7)(C), (b) (6) Suspension and Debarment Official, proposing the debarment of (b) (6), (b) (7)(C)

On February 4, 2010, (b) (7)(C), (b) (6) sent (b) (7)(C), (b) (6) a letter notifying (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is being debarred from February 4, 2010 until January 15, 2011.

This matter does not require any further investigation or action.



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

SOUTHEAST REGIONAL INVESTIGATIONS OFFICE

December 8, 2009

MEMORANDUM FOR: (b) (6), (b) (7)(C)
ACTING REGIONAL ADMINISTRATOR (4A)

FROM: (b) (6), (b) (7)(C)
SPECIAL AGENT IN CHARGE (JI-4)

SUBJECT: (b) (6), (b) (7)(C)
Tampa Service Center
Orlando, FL

File No. I09M0806

Attached is our Report of Investigation on (b) (6), (b) (7)(C) regarding employee misconduct.

Our investigation determined that on two separate occasions, (b) (6), (b) (7)(C) used (b) (6), (b) (7)(C) position as a (b) (6), (b) (7)(C) with GSA to gain access into a secured area of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (CIS), Orlando Field Office, to ask the (b) (6), (b) (7)(C) to fix (b) (6), (b) (7)(C) nephew's wife U.S. Residency case that was denied by CIS.

Please furnish me within thirty (30) days of receipt of this memorandum the results of any administrative action taken or management decision made in this matter by executing the attached Disposition Report. If administrative action or management decision is merely proposed, I request you inform me of the anticipated date of that final action will be taken. Please execute the Disposition Report only upon completion of management's final decision in this matter.

You are advised that this report is from a system of records known as "GSA/ADM 24, Investigative Case Files," which is subject to the provisions of the Privacy Act of 1974. Consequently, this report may be disclosed to appropriate GSA officials pursuant to routine use.

Your attention is invited to the protective markings on the Report of Investigation, which prohibit its duplication. If this report or any part of this report is used as a basis for adverse action, pertinent portions may be duplicated by the personnel officer for review by the subject of the investigation. The personnel officer is to notify my office if any portion of the report is duplicated.

After the Report has served its purpose, please return it to our office.

Attachments

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Office of Investigations (JI-4)
401 W. Peachtree Street, Room 1701, Atlanta, GA (404) 331-5126

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TABLE OF CONTENTS

	<u>PAGE NUMBER</u>
BASIS FOR INVESTIGATION	1
SYNOPSIS	2
DETAILS OF INVESTIGATION	3
LIST OF EXHIBITS	5

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BASIS FOR INVESTIGATION

This investigation was initiated based on a referral from the General Services Administration (GSA), Public Buildings Service, Property Management Division, Atlanta, GA, regarding (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Tampa Service Center, Tampa, FL. According to the allegation, (b) (6), (b) (7)(C) improperly used (b) (6), (b) (7)(C) position with GSA in an attempt to gain favors for (b) (6), (b) (7)(C) relatives regarding their official business with the U.S. Department of Homeland Security.

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SYNOPSIS

This investigation was initiated based on a referral from the General Services Administration (GSA), Public Buildings Service, Property Management Division, Atlanta, GA, regarding (b) (6), (b) (7)(C) Tampa Service Center, Tampa, FL. According to the allegation, (b) (6), (b) (7)(C) improperly used (b) (6), (b) (7)(C) position with GSA in an attempt to gain favors for (b) (6), (b) (7)(C) relatives regarding their official business with the U.S. Department of Homeland Security (DHS).

The GSA Office of Inspector General conducted an investigation into the allegation of impropriety by (b) (6), (b) (7)(C). The investigation revealed that on two separate occasions, (b) (6), (b) (7)(C) used (b) (6), (b) (7)(C) position as a (b) (6), (b) (7)(C) with GSA to gain access into a secured area of the DHS, U.S. Citizenship and Immigration Services (CIS), Orlando Field Office, to ask the Field Office Director to fix (b) (6), (b) (7)(C) nephew's wife U.S. Residency case that was denied by CIS.

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DETAILS OF INVESTIGATION

On or about August 6, 2009, this investigation was initiated based on a referral from the General Services Administration (GSA), Public Building Service, Property Management Division, Atlanta, GA, regarding (b) (6), (b) (7)(C) Tampa Service Center, Tampa, FL. According to the allegation, (b) (6), (b) (7)(C) improperly used (b) (6), (b) (7)(C) position with GSA in an attempt to gain favors for relatives regarding their official business with the U.S. Department of Homeland Security (DHS).

On September 8, 2009, the GSA Office of Inspector General (OIG) interviewed (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) DHS, U.S. Citizenship and Immigration Services (CIS), Orlando Field Office (OFO), Orlando, FL, regarding (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) works as a GSA (b) (6), (b) (7)(C) in Orlando, FL. (b) (6), (b) (7)(C) stated that sometime in June 2009, (b) (6), (b) (7)(C) left a voice mail message for (b) (6), (b) (7)(C) asking (b) (6), (b) (7)(C) to call (b) (6), (b) (7)(C) back because (b) (6), (b) (7)(C) had a question to ask (b) (6), (b) (7)(C) did not call (b) (6), (b) (7)(C) back and did not save (b) (6), (b) (7)(C) voice mail message.

(b) (6), (b) (7)(C) stated that a couple of days after (b) (6), (b) (7)(C) left (b) (6), (b) (7)(C) the voice mail message in June 2009, (b) (6), (b) (7)(C) appeared in person at (b) (6), (b) (7)(C) office unannounced. (b) (6), (b) (7)(C) explained that the security guards at CIS OFO know (b) (6), (b) (7)(C) to be a GSA employee, assumed (b) (6), (b) (7)(C) wanted to speak to (b) (6), (b) (7)(C) about work related matters, and escorted (b) (6), (b) (7)(C) through several secured doors into (b) (6), (b) (7)(C) office. In (b) (6), (b) (7)(C) office, (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that CIS denied the U.S. Residency case of (b) (6), (b) (7)(C) nephew's wife. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) can fix it for (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) cannot help (b) (6), (b) (7)(C) and to have (b) (6), (b) (7)(C) nephew make an InfoPass appointment to speak with a CIS information officer. (b) (6), (b) (7)(C) told the OIG that (b) (6), (b) (7)(C) impression of (b) (6), (b) (7)(C) visit was that (b) (6), (b) (7)(C) wanted (b) (6), (b) (7)(C) to overturn the CIS denial decision of (b) (6), (b) (7)(C) nephew's wife case.

(b) (6), (b) (7)(C) stated that on July 8, 2009 at approximately 9:00 a.m., (b) (6), (b) (7)(C) arrived at the CIS OFO with (b) (6), (b) (7)(C) nephew and (b) (6), (b) (7)(C) nephew's wife. (b) (6), (b) (7)(C) nephew and his wife sat down in the waiting area. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) told the guards (b) (6), (b) (7)(C) wanted to speak to (b) (6), (b) (7)(C) The guards assumed it was an official visit and escorted (b) (6), (b) (7)(C) through secured doors into (b) (6), (b) (7)(C) office. In (b) (6), (b) (7)(C) office, (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) arrived with (b) (6), (b) (7)(C) nephew regarding (b) (6), (b) (7)(C) nephew's wife case. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that CIS denied the U.S. Residency case because (b) (6), (b) (7)(C) nephew's marriage was questionable. (b) (6), (b) (7)(C) also told (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was there because (b) (6), (b) (7)(C) wanted to know if (b) (6), (b) (7)(C) can fix it. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) "no, it is inappropriate," and referred (b) (6), (b) (7)(C) to tell (b) (6), (b) (7)(C) nephew to resolve any CIS issues through normal channels. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) why (b) (6), (b) (7)(C) could not help (b) (6), (b) (7)(C) again told (b) (6), (b) (7)(C) "no, it is illegal." (b) (6), (b) (7)(C) escorted (b) (6), (b) (7)(C) out of (b) (6), (b) (7)(C) office to the main lobby area. (b) (6), (b) (7)(C) stated the guards saw (b) (6), (b) (7)(C) sit in the waiting area with the same people (b) (6), (b) (7)(C) came in with and left about an hour later.

(b) (6), (b) (7)(C) stated the public is not allowed access into (b) (6), (b) (7)(C) office space. In order to enter (b) (6), (b) (7)(C) office, a person needs to walk through several secured doors. (b) (6), (b) (7)(C) stated that security guards and CIS OFO employees are the only ones with electronic access cards to open the doors. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) does not have CIS Identification Card or access card to open the CIS OFO secured doors. (b) (6), (b) (7)(C) told the OIG that (b) (6), (b) (7)(C) felt it was inappropriate for (b) (6), (b) (7)(C) to appear at (b) (6), (b) (7)(C) office to ask (b) (6), (b) (7)(C) to do something illegal. (b) (6), (b) (7)(C) believes (b) (6), (b) (7)(C) used (b) (6), (b) (7)(C)

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position as a GSA employee to gain access into [REDACTED] office space to ask [REDACTED] to overturn a CIS decision regarding [REDACTED] nephew's wife case. [REDACTED] also stated that [REDACTED] did not offer money, anything of value, preferential treatment, or special services to [REDACTED] in exchange for [REDACTED] help to fix [REDACTED] nephew's wife case. (EXHIBIT 1)

On October 6, 2009, the OIG telephonically interviewed (b) (6), (b) (7)(C) [REDACTED] Officer, Ares Security, regarding [REDACTED] knows [REDACTED] works as a GSA [REDACTED] in Orlando, FL. [REDACTED] stated [REDACTED] last saw [REDACTED] at the CIS OFO on July 8, 2009. [REDACTED] also stated [REDACTED] arrived with a young couple and sat down in the lobby area. [REDACTED] was not sure of the time [REDACTED] entered the CIS OFO, but stated [REDACTED] was in the lobby area for approximately twenty five minutes. [REDACTED] further stated that on July 8, 2009, another guard escorted [REDACTED] in to see [REDACTED]. [REDACTED] told the OIG that [REDACTED] remembers the July 8, 2009 date because [REDACTED] thought it was unusual for [REDACTED] to sit in the lobby area with the young couple. The few times [REDACTED] has visited the CIS OFO in the past, [REDACTED] greets the guards and states [REDACTED] is there to see the manager [REDACTED]. Prior to July 8, 2009, [REDACTED] has escorted [REDACTED] into [REDACTED] office at least one time.

[REDACTED] stated the public is not allowed access into [REDACTED] office. There are several secured doors before entering [REDACTED] office space. [REDACTED] stated that [REDACTED] does not have a CIS Identification Card or an access card to open secured doors that provide access to [REDACTED] office. (EXHIBIT 2)

On November 20, 2009, the OIG contacted the GSA Tampa Service Center to determine [REDACTED] work status on July 8, 2009. OIG determined that on July 8, 2009, [REDACTED] was not on approved leave and there were no logs or other documents related to his work duties on that date. (EXHIBIT 3)



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

December 21, 2010

MEMORANDUM FOR: (b) (7)(C), (b) (6)
SPECIAL AGENT IN CHARGE (JI-W)

FROM: (b) (7)(C), (b) (6)
ASSISTANT SPECIAL AGENT IN CHARGE (JI-W)

SUBJECT: Retaliation against (b) (7)(C), (b) (6)
File No.: I09W0344

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.

This case was initiated based upon information from an email written by (b) (7)(C), (b) (6), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), GSA, to Attorneys at the Department of Justice alleging (b) (6), (b) (7)(C) had been stripped of all contracting duties and responsibilities because (b) (6), (b) (7)(C) refused to award (b) (6), (b) (7)(C) a contract. (b) (6), (b) (7)(C) stated this practice was part of an ongoing trend in the GSA management of the Federal Acquisition Service to retaliate against employees who did not bend to managements' wishes.

Interviews were conducted with (b) (6), (b) (7)(C) wherein (b) (6), (b) (7)(C) disclosed (b) (6), (b) (7)(C) was retaliated against by supervisors as a result of (b) (6), (b) (7)(C) refusing to "push" through a contract involving (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) had been involuntarily transferred to a new position as a "program expert" and removed from any contracting duties. (b) (6), (b) (7)(C) claimed this to be a "do nothing" position which (b) (6), (b) (7)(C) felt was designed to make (b) (6), (b) (7)(C) resign or retire from GSA.

Email reviews were conducted on all involved personnel. No evidence was found to prove or disprove (b) (6), (b) (7)(C) allegation. (b)(7)(E)

Upon review, (b) (6), (b) (7)(C) reassignment did not require (b) (6), (b) (7)(C) to move, did not result in any loss of pay, was not a demotion, and (b) (6), (b) (7)(C) performance reviews were not negatively impacted. The only apparent "adverse" action noted in this investigation was an employee's reassignment to a position they did not want. During interviews, (b) (6), (b) (7)(C) admitted to not liking or getting along with (b) (6), (b) (7)(C) supervisors.

The allegation could not be substantiated and the matter does not require further investigation. The case will be closed.



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

October 16, 2009

MEMORANDUM FOR:

(b) (6), (b) (7)(C)

, OFFICE OF MOTOR VEHICLE
MANAGEMENT (QMD)

FROM:

(b) (7)(C), (b) (6)

SPECIAL AGENT IN CHARGE(JI-W)

SUBJECT:

Report of Investigation re:

**RECOMMENDATION FOR CONSIDERATION OF
DEBARMENT.** (b) (7)(C), (b) (6)

Case Number: I-09-W-0450

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.

In March 2009, a recommendation for debarment against (b) (7)(C), (b) (6), former Lear Seigler Services employee, was initiated based upon (b) (6), (b) (7)(C) conviction in U.S. District Court/Eastern District of Virginia for violating Title 18 USC § 641, Theft of Government Property, and 18 USC § 1029(A)(2), Unauthorized Access Device Fraud. The charges stem from (b) (6), (b) (7)(C) unauthorized use of a Voyager Fleet Credit Card (VFCC).

On April 8, 2009, a Recommendation for Consideration of Debarment against (b) (6), (b) (7)(C) was submitted to (b) (7)(C), (b) (6), Suspension and Debarment Official, Office of Acquisition Integrity.

On July 28, 2009, (b) (6), (b) (7)(C) and the Office of Acquisition Integrity took action to debar (b) (6), (b) (7)(C).

This matter does not require any further investigation or action.

Mid-Atlantic Regional
Office of Investigations (JI-W)
300 D ST SW, Washington, DC 20024
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Office of Inspector General

October 16, 2009

MEMORANDUM FOR: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C), OFFICE OF MOTOR VEHICLE
MANAGEMENT (QMD)

FROM: (b) (7)(C), (b) (6) (b) (7)(C), (b) (6)
SPECIAL AGENT IN CHARGE (JI-W)

SUBJECT: Report of Investigation re:
**RECOMMENDATION FOR CONSIDERATION OF
SUSPENSION** (b) (7)(C), (b) (6)
Case Number: I-09-W-0452

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.

In March 2009, this recommendation for suspension against (b) (7)(C), (b) (6), former ASRC Airfield & Range (ASARS) Federal employee, was initiated based up (b) (6), (b) (7)(C) indictment and subsequent arrest for violating Maryland Criminal Law Article Sections 7-108, Theft Scheme, 7-104, Theft, and 8-214, Unauthorized Use of Credit Card Number. The charges stem from (b) (6), (b) (7)(C) alleged unauthorized use of Voyager Fleet Credit Cards (VFCC).

On April 8, 2009, a Recommendation for Consideration of Suspension against (b) (6), (b) (7)(C) was submitted to (b) (7)(C), (b) (6), (b) (7)(C), (b) (6) Office of Acquisition Integrity.

On July 16, 2009, (b) (6), (b) (7)(C) and the Office of Acquisition Integrity suspended (b) (6), (b) (7)(C) from participating in Federal procurement and nonprocurement programs.

This matter does not require any further investigation or action.

Mid-Atlantic Regional
Office of Investigations (JI-W)
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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

October 23, 2010

MEMORANDUM FOR:

(b) (7)(C), (b) (6)
(b) (7)(C), (b) (6)
SPECIAL AGENT IN CHARGE (JI-W)

FROM:

(b) (7)(C), (b) (6)
(b) (7)(C), (b) (6)
ASSISTANT SPECIAL AGENT IN CHARGE (JI-W)

SUBJECT:

(b) (7)(C), (b) (6)
File No.: 1030116

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.

This case was initiated based upon information received from an anonymous source to GSA's Fraudnet website. The complainant alleged theft and other abuses of GSA's surplus property program being committed through the West Virginia State Agency for Surplus Property (WVSASP).

This was a joint investigation with the Defense Criminal Investigative Services (DCIS), Internal Revenue Service Criminal Investigations and the West Virginia State Fire Marshall's Office. In May 2003, the case was accepted for criminal prosecution in the Southern District of West Virginia (SDWV).

Investigation into the abuses uncovered large scale mismanagement at the WVSASP and that the largest receiver of surplus property in the state was a fictitious charitable organization created to convert and sell US Government surplus property. (b)(7)(E) culminated in the purchase of a US Government bulldozer from (b)(7)(C), (b) (6), the operator of the fictitious charitable organization.

On August 25, 2006, (b)(7)(C), (b) (6) was arrested. Following (b)(7)(C), (b) (6) arrest over \$1.8M in surplus property was recovered from (b)(7)(C), (b) (6) property and the surrounding area where (b)(7)(C), (b) (6) stored the surplus property. On September 25, 2007, (b)(7)(C), (b) (6) was convicted in the SDWV in violation of theft of government property and money laundering. (b)(7)(C), (b) (6) was sentenced to forty-eight (48) months confinement, with thirty-six (36) months of supervised release, and ordered to pay restitution to GSA in the amount of \$113,578.05.

This matter does not require further investigation and will be closed.



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Office of Inspector General

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MEMORANDUM FOR: CLOSING MEMO TO FILE

FROM: (b) (7)(C), (b) (6)
SPECIAL AGENT-IN-CHARGE (JI-10)

CASE FILE: I04-0038

SUBJECT: (b) (7)(C), (b) (6)
False Statements and Obstruction

This memorandum presents the investigative findings regarding this matter.

(b) (7)(C), (b) (6) served as a (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for GSA's Federal Technology Service (FTS), Region 10, Information Technology Solutions Division, at Bremerton, Washington. As (b) (6), (b) (7)(C), (b) (7)(C), (b) (6) was personally and substantially involved in contracting decisions, to include the selection of contractors.

On or about March 2003, the GSA OIG Office of Audits released an Audit Alert Report after completing some audit work on the Region 10 IT Solutions Shop. The report outlined several examples of inappropriate contracting practices that were done by FTS officials on behalf of U.S. Army clients. The GSA OIG Office of Investigations initiated an investigation after the Audit Alert Report was released, and as part of the investigation, OIG agents interviewed numerous GSA employees, U.S. Army officials, and contractors associated with the FTS contracts. As part of this investigation, many GSA employees, including (b) (6), (b) (7)(C) provided sworn statements to the OIG. Prior to providing their statements to the OIG agents, the GSA employees were given the Kalkines warning.

On May 20, 2003, and again on July 23, 2003, (b) (6), (b) (7)(C) provided a signed and sworn statement to the GSA OIG. (b) (6), (b) (7)(C) was asked about potential conflict of interest issues, to include questions about job offers from any contractors that (b) (6), (b) (7)(C) was dealing with in an official capacity; about steering contracts to contractors; and about (b) (6), (b) (7)(C) knowledge of any ethical violations. (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) did not steer contracts and that (b) (6), (b) (7)(C) knew of no ethical violations committed by any government official.

In conducting the investigation of the Region 10 FTS operation, the Office of Investigations uncovered a variety of inappropriate contracting actions and a variety of criminal violations associated with the acts of several government employees and private citizens.

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In regard to (b) (6), (b) (7)(C), the investigation revealed that (b) (6), (b) (7)(C) was personally and substantially involved in several contracting actions that were central to various fraud schemes perpetrated by government officials. In addition, investigative efforts disclosed the following about (b) (6), (b) (7)(C):

- (b) (6), (b) (7)(C) was negotiating employment deals with a government contractor while (b) (6), (b) (7)(C) was dealing with that contractor in an official capacity.
- (b) (6), (b) (7)(C) had government contractors do work at (b) (6), (b) (7)(C) property, using property paid for by the federal government.
- (b) (6), (b) (7)(C) had steered a contract to a contractor and directed that contractor to “engage” a friend of (b) (6), (b) (7)(C) to perform the work on the contract. In effect, (b) (6), (b) (7)(C) awarded this contract as a “pass through” for the benefit of (b) (6), (b) (7)(C) friend.

However, when (b) (6), (b) (7)(C) was questioned about (b) (6), (b) (7)(C) knowledge of these activities when (b) (6), (b) (7)(C) provided affidavits to the OIG, (b) (6), (b) (7)(C) denied any knowledge and/or concealed material facts about these issues.

The case was accepted for prosecution by Assistant United States Attorney (AUSA) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), Western District of Washington (Tacoma).

On July 29, 2009, a Grand Jury (seated in the Western District of Washington – Seattle) indicted (b) (6), (b) (7)(C), charging (b) (6), (b) (7)(C) with one count of violating 18 U.S.C. § 1001(a)(1) and (2) – Scheme to Falsify, Conceal, and Cover Up Material Facts; and one count of violating 18 U.S.C. § 1505 – Obstruction.

In late November 2009, AUSA (b) (6), (b) (7)(C) advised that he would be filing a motion to have the case against (b) (6), (b) (7)(C) dismissed. (b) (5)

On November 30, 2009, AUSA (b) (6), (b) (7)(C) filed a Motion for Dismissal in the case United States of America v. (b) (6), (b) (7)(C), in United States District Court Western District of Washington at Tacoma. On December 4, 2009, United States District Judge (b) (6), (b) (7)(C) issued an Order of Dismissal in the case.

This office is now closing this investigation.



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

MEMORANDUM: (b) (7)(C), (b) (6)
SPECIAL AGENT IN CHARGE (JI-10)

FROM: (b) (7)(C), (b) (6)
SPECIAL AGENT (JI-10)

SUBJECT: CLOSING LETTER TO FILE

AVAYA, INC.
AVAYA FINANCIAL SERVICES (CIT GROUP trade name)
LUCIENT TECHNOLOGIES, INC
AT&T CORPORATION

CASE NUMBER: 105-0043

Qui Tam – False Claims

This memorandum serves as the Final Report of Investigation regarding this matter.

On October 25, 2004, the Attorney General was served with the complaint and a statement of material evidence and information in the litigation matter of United States ex rel. Vosilla v. AVAYA, INC., (Central District of California) FILED UNDER SEAL. The matter was assigned to Assistant United States Attorney (AUSA) (b) (6), (b) (7)(C) Central District of California and was monitored by U.S. Department of Justice (U.S. DOJ) Civil Attorney (b) (6), (b) (7)(C) in Washington D.C. On November 24, 2004, the DOJ, Civil Division, Washington D.C. informed (b) (6), (b) (7)(C) Counsel to the Inspector General, Office of the Inspector General, General Services Administration, of the litigation and requested GSA assistance.

In the Qui Tam, the relators alleged that AVAYA, INC (AVAYA), AVAYA FINANCIAL SERVICES (AFS), LUCIENT TECHNOLOGIES, INC (LUCIENT) and AT&T CORPORATION (AT&T) committed fraud against the Government when THEY submitted false statements and false claims and failed to report known errors, regarding charges to the Government for leasing, renting, and post-warranty maintenance of telephone systems. According to the relators, the Government was charged for "Vintage Equipment" that had been replaced, post-warranty maintenance on replaced Vintage Equipment, and/or maintenance services that were no longer provided for. Subject statements, witness reports, and information contained in the various records collected throughout this investigation substantiated that CIT and AVAYA improperly billed and/or collected payments from the United States and the States of California, Delaware, District of Columbia, Florida, Illinois, Massachusetts, Nevada, Tennessee, and Virginia (the States), under certain contracts in the AVAYA portfolio for (1) telephone communications (a) systems and equipment not functional because necessary components or equipment were missing or no longer on site, (b) components

and equipment no longer in use, including those no longer in use due to an upgrade of new components and/or equipment for which they were also charged, and (c) equipment given to the customer and no longer supported by maintenance or service; and (2) telephone communications maintenance and other telephone services that were (a) no longer offered or provided to the customer, (b) billed after a published end-of-service date for the associated equipment, and/or (c) billed for equipment or systems not in the United States' or the States' possession, no longer on site, or no longer in use.

On January 26, 2011, the U.S. DOJ and CIT reached a settlement in the Qui Tam lawsuit with CIT for submitting claims for payment for the sale of telephone systems that were not functional because necessary components were missing.

CIT agreed to pay \$3,111,400 to the United States; \$2,000,000 to California; \$144,294 to Delaware; \$3,914 to Florida; \$142,514 to Illinois; \$5,669 to Nevada; \$23,000 to Tennessee; \$86,442 to Massachusetts; \$141,948 to Virginia; and \$120,871 to the District of Columbia for violations of the False Claims Act (31 U.S.C 3729-3733). In addition to the settlement amounts, CIT agreed to pay \$300,000 in attorney fees.

On February 3, 2011, CIT paid the settlement amount to the Government by electronic funds transfer (EFT).

On January 28, 2011, the U.S. DOJ and AVAYA reached a settlement in the Qui Tam lawsuit concerning AVAYA submitting claims for payment for the sale of telephone systems that were not functional because necessary components were missing.

AVAYA agreed to pay \$13,481,791 to the United States; \$850,000 to California; \$71,185 to Delaware; \$1,931 to Florida; \$70,307 to Illinois; \$2,797 to Nevada; \$51,479 to Tennessee; \$42,645 to Massachusetts; \$70,028 to Virginia; and \$59,629 to the District of Columbia for violations of the False Claims Act. In addition to the settlement amounts, AVAYA agreed to pay \$975,000 in attorney fees.

On February 3, 2011, AVAYA paid the settlement amount to the Government by EFT

On February 17, 2011, SA [REDACTED] was notified by AUSA [REDACTED] that the First Amended Complaint, the Stipulation for Dismissal of Action with Prejudice and the Order for Dismissal of Action with Prejudice were unsealed. All other previously filed or lodged contents of the Court's file in the case shall remain under seal and not be made public or served upon AVAYA or CIT GROUP.

Based on the above information, this office is now closing the investigation relating to this matter.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
MIDWEST REGIONAL INVESTIGATIONS OFFICE

March 8, 2010

MEMORANDUM FOR: GREGORY G. ROWE
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM: (b) (7)(C), (b) (6)
SPECIAL AGENT IN CHARGE
MIDWEST REGIONAL INVESTIGATIONS OFFICE (JI-6)

SUBJECTS: (b) (7)(C), (b) (6)
Ottawa, Kansas
THEFT/CONVERSION OF SURPLUS GOVERNMENT PROPERTY
Case Number I-06-0013

This is to advise you that we have completed our investigation of (b) (7)(C), (b) (6), (b) (6), (b) (7)(C), Ottawa Recreation Commission (ORC), Ottawa, KS, pertaining to the theft/conversion of surplus U.S. Government property.

On October 23, 2005, this office initiated the investigation of (b) (7)(C), (b) (6) obtained a travel trailer from the Kansas State Agency for Surplus Property (KS SASP) in February 2004, purportedly for the ORC, but converted the trailer to (b) (6), (b) (7)(C) personal use. The Ottawa Police Department conducted a preliminary investigation of this matter and contacted GSA-OIG to assist in the investigation. (b) (6), (b) (7)(C) admitted to the Ottawa Police Department that (b) (6), (b) (7)(C) personally paid the ORC treasurer the \$2,500 handling charge for the trailer. KS SASP utilization documents signed by (b) (6), (b) (7)(C) stated that the trailer was in use at the ORC softball fields when it was parked at (b) (6), (b) (7)(C) residence. The trailer had an estimated fair market value of \$10,000.

SA (b) (7)(C), (b) (6) contacted (b) (6), (b) (7)(C) and requested that (b) (6), (b) (7)(C) meet with (b) (6), (b) (7)(C) and SA (b) (6), (b) (7)(C) to be interviewed regarding the conversion of the trailer. It was mutually agreed upon by SA (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for convenience to conduct the interview at the Ottawa Police Department. The interview was held in the police department's break room. Prior to the interview SA's identified themselves to (b) (6), (b) (7)(C) through their credentials. SA (b) (6), (b) (7)(C) explained to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was not in custody, not being detained and that (b) (6), (b) (7)(C) could refuse to answer any questions and that (b) (6), (b) (7)(C) was free to leave at any time. During the interview (b) (6), (b) (7)(C) made admissions regarding the conversion of the trailer.

Office of Investigations (JI-6)
1500 E. Bannister Road, Rm.2075, Kansas City, Missouri 64131 (816) 926-7214
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Page Two
File Number I-06-0013

The case was declined federally but was accepted for prosecution by the Franklin County, KS, State's Attorney's Office. On January 27, 2006, the Franklin County, KS, State's Attorney's Office filed a complaint and information Case Number 06CR31 against (b) (6), (b) (7)(C) for one count violating Title 21 Kansas Criminal Statute, Sections 3711, 4704 and 4707, "Making False Information," Level 8 Nonperson Felony, in the 4th Judicial District of KS.

On December 6, 2006, a suppression hearing was held in the 4th Judicial District in response to (b) (7)(C), (b) (6) motion to suppress the statements (b) (6), (b) (7)(C) made during (b) (6), (b) (7)(C) interview with the agents. SA (b) (6), (b) (7)(C) testified at the hearing as a witness for the state. During cross examination (b) (7)(C), (b) (6) attorney asked SA (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) gave (b) (6), (b) (7)(C) Miranda warnings prior to the interview. SA (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) did not Mirandize (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) was not in custody, (b) (6), (b) (7)(C) was free to leave at any time, and no warning was required. SA (b) (6), (b) (7)(C) was also asked if (b) (6), (b) (7)(C) identified (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) said SA's identified themselves as special agents and showed (b) (6), (b) (7)(C) their credentials. At the conclusion of the hearing the circuit judge ruled in favor of suppressing (b) (6), (b) (7)(C) self incriminating statement.

The Franklin County, KS, State's Attorney's Office appealed the district court's decision to the Kansas Court of Appeals. The state's attorney argued against the circuit court's suppression decision asserting that there was no requirement to give Miranda warnings in this case because (b) (6), (b) (7)(C) was not in custody.

After reviewing the district court's record of the suppression hearing and reviewing briefs from the state's attorney and the defense the Kansas Court of Appeals reversed the trial court's decision. The court of appeals based their decision upon the following information. SA (b) (6), (b) (7)(C) explained to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was not under arrest and was not being detained, (b) (6), (b) (7)(C) could stop talking at any time and that (b) (6), (b) (7)(C) could leave at any time. (b) (6), (b) (7)(C) was interviewed in an unlocked room, (b) (6), (b) (7)(C) was not handcuffed or restrained, and (b) (6), (b) (7)(C) left on (b) (6), (b) (7)(C) own.

In the Kansas Court of Appeal's Memorandum Opinion, they acknowledge that while the interview was an interrogation, it was not a custodial interrogation and therefore Miranda warnings were not required. The court of appeals ruled that the district court erred in suppressing the statements and reversed the suppression decision and remanded the case back to the 4th Judicial District.

(b) (6), (b) (7)(C) appealed the Kansas Court of Appeals' decision to the Kansas Supreme Court. (b) (6), (b) (7)(C) claimed that when (b) (6), (b) (7)(C) arranged for the interview with SA (b) (6), (b) (7)(C) that SA (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) it was an informal interview and when (b) (6), (b) (7)(C) asked if this was something (b) (6), (b) (7)(C) needed (b) (6), (b) (7)(C) attorney for that SA (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C), "No it's not that kind of interview...it's nothing you'll need an attorney for." (b) (6), (b) (7)(C) claimed that (b) (6), (b) (7)(C) thought the meeting with SA (b) (6), (b) (7)(C) involved administrative issues involving the surplus property (trailer). SA (b) (6), (b) (7)(C) denied telling (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) did not need an attorney.

Upon review the majority opinion by the Kansas Supreme Court was that based upon the totality of the circumstances that SA (b) (6), (b) (7)(C) conduct in telling (b) (7)(C), (b) (6) did not need an attorney was fundamentally unfair and rendered (b) (6), (b) (7)(C) statement involuntary and thus inadmissible. The Kansas Supreme Court reversed the Court of Appeals decision and affirmed the district court's

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Page Three
File Number I-06-0013

suppression decision. The Franklin County State's Attorney's Office and the Kansas Attorney General filed a petition for a writ of certiorari with the U.S. Supreme Court appealing the constitutionality of the Kansas Supreme Court's decision regarding the inadmissibility of (b) (7)(C), (b) (6) statements made during (b) (6), (b) (7)(C) interview.

On January 27, 2009, Franklin County State's Attorney (b) (6), (b) (7) was contacted regarding the status of the writ of certiorari to the U.S. Supreme Court in this case. (b) (6), (b) (7)(C) advised that (b) (6), (b) (7)(C) had been notified that the writ had been denied. (b) (5) (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was dismissing the criminal charge against (b) (6), (b) (7)(C).

The case was officially closed on March 8, 2010. All related documents have been transferred to this case file in IG-IDEAS.

If you have any questions or need additional information please contact Assistant Special Agent in Charge (b) (6), (b) (7)(C) or myself at (b) (7)(C), (b) (6)

Attachments

cc: JI-6 File No. I-06-0013 (IG IDEAS)

JI-6 Reading File

JI-6: (b) (6), (b) (7)(C) Initials/Date (b) (6), (b) (7)(C) -8-2010

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

SOUTHEAST REGIONAL INVESTIGATIONS OFFICE

May 5, 2010

MEMORANDUM FOR (b) (6), (b) (7)(C)
ACTING REGIONAL COMMISSIONER
PBS OFFICE OF THE REGIONAL COMMISSIONER (4P)

FROM: (b) (7)(C), (b) (6) (b) (7)(C), (b) (6)
ACTING SPECIAL AGENT IN CHARGE (JI-4)

SUBJECT: OIG Complaint
Case Number: I060197

Our office recently concluded an investigation with Department of Justice into allegations of possible gratuities and contract irregularities within the fire protection programs at GSA facilities. Although our investigation has resulted in no judicial action, our investigation revealed several procurement issues that we would like to bring to your attention in order to prevent similar actions in future GSA procurements.

Our review included numerous GSA contract actions related to fire protection construction and services with various contractors. The most significant procurement issues were identified in contracts awarded to Franke Risk Services. The following is a brief summary of the issues identified in each of the contracts listed:

GS04P05RBM0016 – Fire protection monitoring

- o Lack of proper competition
- o Communication with Franke Risk Services by GSA staff regarding negotiation of price before any bid submitted.
- o Franke Risk Services proposal issued prior to Government estimate

GS04P06RBM0018 – Fire protection monitoring (continuation of 0016)

- o Awarded as sole source based on previous contract improper award
- o No justification for other than full and open competition

GS04P05RQM3007 – Fire protection monitoring

- o Handwritten scope of work
- o Lack of proper competition
- o Handwritten justification for award is based on an unidentified company for which no documentation is available
- o Awarded for \$98,532 to avoid contract warrant limit

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Office of Investigations (JI-4)

401 West Peachtree Street, Suite 1701, Atlanta, GA 30308 (404) 331-5126

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GS004P06RQC0034 – Fire protection monitoring (continuation of 3007)

- Awarded as a sole source based on previous contract
- Lack of proper competition
- Handwritten scope of work
- Awarded for \$99,540 in order to avoid contract warrant limit

Based on these contract awards alone, Franke Risk Services received over \$400,000 in payments from GSA for fire protection monitoring services within an approximate two year period.

It is our understanding that during the course of our investigation several actions were taken by GSA management in order to correct problems identified and prevent similar problems in future GSA procurements. Therefore, this memorandum is intended for your information only and does not require a response. Please feel free to contact my office if you wish to discuss this or any other issues in further detail.

You are advised that this report is from a system of records known as “GSA/ADM 24, Investigation Case Files,” which is subject to the provisions of the Privacy Act of 1974. Consequently, this report may be disclosed to appropriate GSA officials who have a need for it in the performance of their duties pursuant to a routine use. If the information in this memorandum is to be used as a basis for administrative action, pertinent portions may be copied and provided to the SUBJECTS only after first obtaining the approval of my office.

cc: Official File-JI4/ **1060197**

J14: (b) (7)(C), (b) (6) 05/05/10:404-331-5126

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

August 17, 2011

MEMORANDUM FOR:

(b) (7)(C), (b) (6)

(b) (7)(C), (b) (6)

ASSISTANT SPECIAL AGENT IN CHARGE (JI-W)

FROM:

(b) (7)(C), (b) (6)

SPECIAL AGENT
NATIONAL CAPITAL REGION
INVESTIGATIONS OFFICE (JI-W)

SUBJECT:

Report of Investigation Re:

(b) (7)(C), (b) (6)

- FEDERAL ELECTION
COMMISSION

Case Number: I060216

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.

This investigation was initiated in 2006 at the request of the Federal Election Commission's (FEC), Inspector General (IG), regarding a potential conflict of interest case, which involved, (b) (7)(C), (b) (6), (b) (6), (b) (7)(C) FEC and a GSA contractor employee (b) (7)(C), (b) (6), Advanced Technology Systems, Inc (ATS). Based on the information provided by (b) (6), (b) (7)(C) we initiated a joint investigation into the matter.

During the investigation we assisted FEC/OIG with witness and subject interviews, issued an IG subpoena for financial records, conducted surveillance and presented the case for criminal prosecution.

The investigation revealed that the Advanced Technology contracts that were at the center of the allegations were issued in 2002 prior to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) being hired at FEC. Further the sole source task orders that were issued to ATS after (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) began working at FEC were issued at the direction of (b) (7)(C), (b) (6), FEC, Contracting Officer Technical Representative (COTR), without any direction or guidance from (b) (6), (b) (7)(C) to award the task orders to ATS. As a result of those facts (b) (7)(C), (b) (6), Assistant United States Attorney, Fraud and Public Corruptions Division, Washington, D.C. declined criminal prosecution of the matter.

National Capital Region
Investigations Office (JI-W)
300 D ST SW, Washington, DC 20024
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On December 14, 2009, this matter was referred back to FEC/OIG to determine if administrative actions should be taken against (b) (5), (b) (7)(C) due to a personal relationship with (b) (5), (b) (7)(C) that began in 2004 while (b) (5), (b) (7)(C) was working on site at the FEC. (b) (5), (b) (7)(C) also failed to formally recuse (b) (5), (b) (7)(C) from any contracting decisions relating to the ATS contracts on which (b) (5), (b) (7)(C) employment at the FEC was based. The FEC/OIG has been contacted numerous times over the past two years to inquire if there was any administrative action taken as a result of the referral, however all requests have gone unanswered, therefore this matter is being closed.

This matter does not require any further investigation or action.

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New England Regional Investigations Office

June 1, 2010

MEMORANDUM FOR GREGORY G. ROWE
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM: (b) (7)(C), (b) (6)
SPECIAL AGENT IN CHARGE (JI-1)

SUBJECT: Case Closing Memorandum
Blackmail of a GSA Employee

(b) (7)(C), (b) (6)
(b) (7)(C), (b) (6)
Social Security Administration
Thomas P O'Neill Federal Building
10 Causeway Street,
Boston, MA 02222

(b) (7)(C), (b) (6)
(b) (7)(C), (b) (6)
Social Security Administration
Thomas P. O'Neill Federal Building
10 Causeway Street
Boston, MA 02222

(b) (7)(C), (b) (6)
(b) (7)(C), (b) (6)
Public Building Service
General Services Administration
One Court Square
Boston, MA 02210

File No.: I070013

On October 11, 2006, the General Services Administration (GSA), Office of Inspector General (OIG), Boston Resident Field Investigations Office (JI-1), initiated an investigation when (b) (7)(C), (b) (6), Public Building Service (PBS), GSA, One Court Square, Boston, MA, reported (b) (7)(C), (b) (6) had received threatening telephone calls in late September 2006, on (b) (7)(C), (b) (6) personal mobile telephone and admitted that in September 2006 (b) (7)(C), (b) (6) used (b) (7)(C), (b) (6) government issued computer to solicit a partner for sex using (b) (7)(C), (b) (6) Hotmail account.

JI-1's investigation determined that (b) (7)(C), (b) (6) attempted to solicit a partner for sex on the Craigslist website (b) (7)(C), (b) (6) received a response from an individual later identified by JI-1

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Special Agents as (b) (7)(C), (b) (6) ██████████, a Social Security Administration (SSA) Telecommunications Employee, Boston, MA. The investigation later confirmed that the threatening telephone calls and e-mails originated from (b) (7)(C), (b) (6) mobile telephone, and ██████████ assigned SSA computer.

On October 18, 2006, this matter was accepted by the United States Attorney's Office, District of Massachusetts, Criminal Division, Boston, MA for prosecution.

On February 13, 2007, (b) (7)(C), (b) (6) ██████████ admitted to ██████████ participation in the scheme to extort money from (b) (7)(C), (b) (6) ██████████ in return for not disclosing purportedly derogatory information about (b) (7)(C), (b) (6) ██████████ to GSA officials. (b) (7)(C), (b) (6) ██████████ also admitted that (b) (7)(C), (b) (6) ██████████, also an SSA Telecommunications Employee, Boston, MA, was involved in the scheme to extort money from (b) (7)(C), (b) (6) ██████████ subsequently admitted ██████████ participation in this scheme.

On May 12, 2009, (b) (7)(C), (b) (6) ██████████ was sentenced in the United States District Court, District of Massachusetts (USDC/DMA) for violating one count of 18 USC 875, Interstate Communication, and one count of 18 USC 371, Conspiracy to Defraud the Government, to two years probation and ordered to pay a special assessment of \$200.

On September 25, 2009, (b) (7)(C), (b) (6) ██████████ was sentenced in the USDC/DMA for violating one count of 18 USC 1030 (a) (3), Unauthorized Access of a Government Computer to one year probation; ordered to pay a criminal fine of \$2,000; and a special assessment of \$25.

This was a joint investigation with the FBI, Boston Field Office, and the SSA/OIG, Boston, MA.

Jl-1 does not contemplate any further investigation of this matter, and the case is considered closed.



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

April 15, 2011

MEMORANDUM FOR:

(b) (7)(C), (b) (6) [Redacted]

SPECIAL AGENT IN CHARGE (JI-W)

FROM:

(b) (7)(C), (b) (6) [Redacted]
SPECIAL AGENT (JI-W)

SUBJECT:

Case Closing Memorandum re:
RAINMAKERS

Case Number: I-07-0241

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.

This case was initiated when this office received a request from (b) (7)(C), (b) (6) [Redacted] Federal Bureau of Investigation, to continue our support of the Rainmakers investigation which was an extension of GSA-OIG's participation in the investigation involving (b) (7)(C), (b) (6) [Redacted] GSA, (b) (7)(C), (b) (6) [Redacted] 18th Congressional District of Ohio, and (b) (7)(C), (b) (6) [Redacted]. In particular, this investigation was to focus on (b) (7)(C), (b) (6) [Redacted] 5th Congressional District of Oklahoma, and (b) (7)(C), (b) (6) [Redacted] for accepting things of value in exchange for favors.

From approximately August 2007 to May 2008, a GSA OIG Special Agent and Special Agents from the Federal Bureau of Investigations (FBI) reviewed emails, interviewed former lobbyists who participated and pled guilty to the fraud charges, issued grand jury subpoenas, and interviewed possible witnesses.

On May 30, 2008, a criminal information was filed and on June 2, 2008, (b) (6), (b) (7)(C) [Redacted] pled guilty to violating 18 USC §341 (Conspiracy). Following (b) (7)(C), (b) (6) [Redacted] guilty plea, (b) (7)(C), (b) (6) [Redacted] acted as a cooperating witness for the government to determine if others were involved with accepting things of value in exchange for favors.

On April 7, 2011, in U.S. District Court for the District of Columbia, the Honorable Judge Ellen S. Huvelle sentenced (b) (6), (b) (7)(C) [Redacted] to four (4) months in a halfway house, five (5) years supervised release, and ordered (b) (6), (b) (7)(C) [Redacted] to pay a \$100 special assessment fee.

This matter does not require any further investigation or action.



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

GREATER SOUTHWEST REGION INVESTIGATIONS OFFICE

February 6, 2012

MEMORANDUM FOR GEOFFREY CHERRINGTON
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM:

(b) (7)(C) (b) (7)(C)
SPECIAL AGENT IN CHARGE (JI-7)

SUBJECT:

Manna from Heaven – Fraudulent Acquisition of Surplus Property
File No. I0970424

This is to advise you that the above-captioned investigation was officially closed on this date.

Our office initiated this investigation based on information received from (b) (7)(C), auditor, GSA OIG, regarding (b) (7)(C), founder, Manna from Heaven, obtaining and selling surplus property from the Arkansas Agency for Federal Surplus Property (AFSP). (b) (7)(C) reviewed the GSA personal property program and noted that Manna owed AFSP approximately \$20,000 for eight mobile homes it received.

Our investigation identified nine mobile homes, three travel trailers, and other property from the AFSP obtained by (b) (7)(C). The property had a total acquisition cost of \$394,612 and AFSP charged Manna \$56,534 in handling fees. (b) (7)(C) sold all the mobile homes and two of the travel trailers.

On March 25, 2009, our office and the Arkansas Attorney General's Office, interviewed (b) (7)(C) regarding the property. (b) (7)(C) explained (b) (7)(C) accepted monetary donations for the mobile homes and travel trailers from the individuals that purchased the property. (b) (7)(C) stated (b) (7)(C) did not use all of the donated money for the travel trailers and mobile homes to pay the AFSP. (b) (7)(C) said (b) (7)(C) used the proceeds of the sales to pay Manna's bills and keep the business operating.

On October 29, 2010, (b) (7)(C) was arrested by Conway County Sheriff's Department under an arrest warrant for violating Arkansas State Code 5 § 5-36-103 Theft of property, a Class "B" Felony. On November 9, 2011, (b) (7)(C) pled guilty before the Circuit Court of Conway County, Arkansas, to Theft of Property, a Class A Misdemeanor. (b) (7)(C) was sentenced to a 365 days in the Conway County Detention Center. The sentence was suspended and (b) (7)(C) was ordered to pay \$2,000 in restitution to the Conway County Sheriff's Department.

If you have any questions, please call Special Agent (b) (7)(C) or me at (b) (7)(C)

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Office of Investigations (JI-7)

819 Taylor Street, Room 10A34, Fort Worth, TX 76102 (817/978-2589)



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

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March 13, 2012

MEMORANDUM FOR GEOFFREY CHERRINGTON
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM:

(b) (7)(C), (b) (6)

(b) (7)(C), (b) (6)

(b) (7)(C), (b) (6)

SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT:

Case Closing Memorandum

Case Title: (b) (7)(C), (b) (6) VFCC FRAUD
File Number: I0691000

This memorandum serves as a supplement to the case closing memorandums dated April 23, 2010, and December 6, 2010. This is the final report on this matter.

On November 28, 2007, Special Agent (SA) (b) (7)(C), (b) (6) Pacific Rim Regional Office of Investigations, U.S. General Services Administration (GSA) Office of Inspector General, San Francisco, California initiated a proactive case by querying the GSA Fleet Commander database. SA De Maria found suspicious transactions on a GSA Fleet Voyager credit card linked with U.S. Government license plate G43-24615.

During the course of the investigation, SA De Maria identified the following subjects, all of whom were members of the California Army National Guard in Mather, California: Sergeant (b) (7)(C), (b) (6) Specialist (b) (7)(C), (b) (6), Specialist (b) (7)(C), (b) (6), and Sergeant (b) (7)(C), (b) (6). Consequently, SA (b) (6), (b) (7)(C) coordinated (b) (6) (b) (7)(C) investigative efforts with SA (b) (7)(C), (b) (6), 170th Military Police Detachment, Criminal Investigative Division, California Army National Guard, Sacramento, California.

On or about March 27, 2008, SA (b) (6), (b) (7)(C) presented the facts of the case to (b) (7)(C), (b) (6), Law Clerk, Misdemeanor Unit, United States Attorney's Office, Eastern District of California (USAO-EDCA), Sacramento, California.

(b) (5)

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Pacific Rim Regional Investigations Office (JI-9)
450 Golden Gate Avenue, Suite 7-5262, San Francisco, CA 94102

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On April 2, 2009, the USAO-EDCA filed an Information in the U.S. District Court of the Eastern District of California against (b) (7)(C), (b) (6).

On June 25, 2009, (b) (6), (b) (7)(C) entered a guilty plea before Magistrate Judge Kimberley J. Mueller in the U.S. District Court of the Eastern District of California to one (1) count of Theft, Title 18, U.S. Code, Section 641 (18 USC § 641).

On July 2, 2009, (b) (6), (b) (7)(C) entered a guilty plea before Judge Mueller and was sentenced to one (1) year of court probation and ordered to pay a fine in the amount of \$500, restitution to GSA in the amount of \$34.04, and a special assessment fee in the amount of \$25.

On July 22, 2009, SA (b) (6), (b) (7)(C) contact (b) (7)(C), (b) (6), (b) (6), (b) (7)(C) ARCS Functional Coordinator, Financial Information Control Branch, Claims and Cash Collections Unit, GSA, Kansas City, Missouri to obtain claim numbers for (b) (7)(C), (b) (6). SA (b) (6), (b) (7)(C) provided the claim numbers for the restitution payments to (b) (7)(C), (b) (6), Law Clerk, Misdemeanor Unit, USAO-EDCA.

On August 27, 2009, (b) (6), (b) (7)(C) advised SA (b) (6), (b) (7)(C) that GSA received (b) (6), (b) (7)(C) restitution payment.

On October 1, 2009, (b) (6), (b) (7)(C) was sentenced before Judge Mueller to one (1) year of court probation and ordered to pay a fine in the amount of \$1,000, restitution to GSA in the amount of \$199.14, and a special assessment fee in the amount of \$25. In addition, (b) (6), (b) (7)(C) probation would be terminated upon (b) (6), (b) (7)(C) paying restitution to GSA.

On December 3, 2009 (b) (6), (b) (7)(C) entered a guilty plea before Judge Mueller. (b) (6), (b) (7)(C) pled guilty to Count five (5) of the Information, a violation of 18 USC § 641. Counts one (1) through four (4) were dismissed. (b) (6), (b) (7)(C) was sentenced to immediately pay a fine in the amount of \$1,000, a special assessment fee in the amount of \$25, and restitution to GSA in the amount of \$224.49.

On January 25, 2010, SA (b) (6), (b) (7)(C) contacted (b) (7)(C), (b) (6), (b) (7)(C), (b) (6) Financial Information Control Branch, GSA, Kansas City, Missouri and attempted to verify that (b) (7)(C), (b) (6) paid their court ordered restitution to GSA. Neither (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C) could verify the payments.

On April 23, 2010, (b) (6), (b) (7)(C) advised SA (b) (6), (b) (7)(C) that neither (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C) had made their restitution payment to GSA.

On July 26, 2010, SA De (b) (6), (b) (7)(C) contacted AUSA (b) (7)(C), (b) (6), Misdemeanor Unit, USAO-EDCA, because (b) (6), (b) (7)(C) was not responding to any of SA (b) (6), (b) (7)(C) correspondence regarding (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) s restitution payment inquires. SA (b) (6), (b) (7)(C) informed AUSA (b) (6), (b) (7)(C) that the termination of (b) (6), (b) (7)(C) one-year probation was contingent upon (b) (6), (b) (7)(C) restitution payment to GSA, and that (b) (6), (b) (7)(C) was ordered to pay GSA (b) (6), (b) (7)(C) restitution immediately. AUSA (b) (6), (b) (7)(C) said (b) (7)(C), (b) (6) Law Clerk, Misdemeanor Unit, USAO-EDCA, replaced (b) (6), (b) (7)(C) and, if necessary, would file a Probation Revocation regarding (b) (7)(C), (b) (6).

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On August 27, 2010, [REDACTED] provided SA [REDACTED] with copies of [REDACTED] and [REDACTED] Probation Revocation Petitions. The documentation reflected that [REDACTED] and [REDACTED] were ordered to appear before Judge Mueller on September 2, 2010.

On September 2, 2010, SA [REDACTED] and SA [REDACTED], GSA OIG, attended [REDACTED] and [REDACTED]'s Probation Revocation hearing. Supporting documentation was presented on [REDACTED] behalf indicating that [REDACTED] paid all of [REDACTED] fines including the restitution fee to the U.S. District Court in December 2009, but the funds were not transferred to GSA until August 23, 2010. Therefore, Judge Mueller dismissed the Petition against [REDACTED]. [REDACTED] was not present because [REDACTED] apparently was not notified of the hearing and that a new attorney was appointed. Judge Mueller, consequently, rescheduled [REDACTED]' hearing for October 7, 2010. SA [REDACTED] served [REDACTED] later that day.

On October 7, 2010, [REDACTED] attorney, [REDACTED], Attorney at Law, Law Office of [REDACTED], Sacramento, California provided the court a copy of a receipt reflecting that [REDACTED] paid the court \$1,225 in cash on October 1, 2010. The receipt indicated that [REDACTED] paid all of [REDACTED] court ordered fines, restitution, and special assessment fees.

On October 14, 2011, JI-9 re-opened the investigation after SA [REDACTED] requested support in pursuing possible administrative action against [REDACTED] to be taken by the California Army National Guard.

On October 17, 2011, SA [REDACTED] provided SA [REDACTED] copies of various GSA OIG case documents relevant to [REDACTED].

On November 18, 2011, SA [REDACTED] provided SA [REDACTED] a copy of an October 25, 2011 e-mail from [REDACTED], 185 Military Police Battalion, California Army National Guard, indicating both [REDACTED] would be terminated from employment with the National Guard upon the completion of their current enlistment contracts set to expire at the end of the calendar year (i.e. December 31, 2011).

Based on the above information, this case is a closed and no further investigative activity will be conducted.

If you have any questions or concerns regarding this investigation, please contact me at [REDACTED]
[REDACTED]

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
SOUTHEAST REGIONAL INVESTIGATIONS OFFICE

MEMORANDUM FOR GEOFFREY CHERRINGTON
 ASSISTANT INSPECTOR GENERAL
 FOR INVESTIGATIONS (JI)

FROM: (b) (7)(C), (b) (6) (b) (6), (b) (7)(C)
 SPECIAL AGENT-IN-CHARGE
 OFFICE OF INVESTIGATIONS (JI-4)

SUBJECT: Report of Investigation:
 TERREMARK FEDERAL GROUP - GRATUITIES

Our File No: I0841108

This memorandum presents the findings of our investigation. No further actions or referrals are necessary to close this matter.

This investigation was predicated on information received from Special Agent (b) (7)(C), (b) (6), U.S. Army Criminal Investigative Division, Florida Fraud Resident Agency, Melbourne, Florida, regarding an anonymous allegation sent to [redacted] office. The allegation was regarding Terremark Federal Group (Terremark) employees who provided gratuities to government personnel, overcharged the government for services, rewarded former government employees with employment at Terremark, and manipulated contract awards to Terremark. Terremark has multiple government contracts including General Services Administration Multiple Award Schedule contract GS-35F-0072U.

On October 21, 2009, Assistant Deputy Inspector General for Investigations, (b) (6), (b) (7)(C) and Special Agent (b) (6), (b) (7)(C) of the General Services Administration, Office of Inspector General, Ft. Lauderdale Resident Field Investigations Office, met with Assistant United States Attorney (AUSA) (b) (6), (b) (7)(C) from the U.S. Attorney's Office, Southern District of Florida. (b) (5)

On March 11, 2010, (b) (6), (b) (7)(C), Unites States Attorney (USAO), Southern District of Florida (SDF) issued a letter to the General Services Administration, Office of Inspector General, Defense Criminal Investigative Service, Central Intelligence Agency and the U.S. Army Criminal Investigation Command, Major Procurement Fraud Unit, advising that the USAO SDF would be closing their case. In their letter, the USAO SDF made a recommendation for respective agency proceed with possible administrative actions.

This matter does not require any further investigation or action.



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

FOR OFFICIAL USE ONLY

January 5, 2012

MEMORANDUM FOR GEOFFREY CHERRINGTON
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM: (b) (7)(C), (b) (6) (b) (7)(C), (b) (6) (b) (7)(C), (b) (6)
SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT: Case Closing Memorandum

Case Title: (b) (7)(C), (b) (6) – (b) (7)(C), (b) (6) –
Purchase Card Abuse
Case File Number: I0891820

This memorandum serves as the final report in this matter.

In September 2008, the Pacific Rim Regional Investigations Office (JI-9), U.S. General Services Administration Office of Inspector General (GSA OIG), initiated an investigation based on information received (b) (7)(C), (b) (6), then the GSA Pacific Rim Region (b) (7)(C), (b) (6) and (b) (7)(C), (b) (6), that identified fraudulent transactions on the GPC assigned to (b) (7)(C), (b) (6), then a Pacific Rim Region (b) (7)(C), (b) (6) based in San Francisco, CA. (b) (6), (b) (7)(C) advised the fraudulent transactions, totaling more than \$1,300, occurred in August 2008 at an animal emergency treatment center, U-Haul, Enterprise Rent-A-Car, and a Beverages and More convenience store. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did not authorize any of the suspect transactions on the GPC issued to (b) (6), (b) (7)(C), nor were the transactions allowable for official government purposes.

Subsequent JI-9 investigative activity substantiated the allegation that (b) (6), (b) (7)(C) knowingly and willingly misused (b) (6), (b) (7)(C) assigned GPC for personal benefit.

However, in August 2010, the U.S. Attorney's Office, Northern District of California, San Francisco, CA declined to prosecute (b) (6), (b) (7)(C) (b) (5) and suggested JI-9 consider pursuing prosecution through the State of California.

In March 2011, JI-9 reviewed the case file and discovered (b) (6), (b) (7)(C) deserted (b) (6), (b) (7)(C) GSA duties in or around 2008 and was separated from service without being held accountable for (b) (6), (b) (7)(C) GPC misuse. JI-9 also determined that (b) (6), (b) (7)(C) was on probation

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Pacific Rim Regional Investigations Office (JI-9)
450 Golden Gate Avenue, Suite 7-5262, San Francisco, CA 94102



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

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March 19, 2012

MEMORANDUM FOR GEOFFREY CHERRINGTON
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM:

(b) (7)(C), (b) (6)

(b) (7)(C), (b) (6)

SUBJECT:

Case Closing Memorandum

Case Title: (b) (6), (b) (7)(C)

Case Number: I0891900

This memorandum presents the findings of our investigation.

In July 2009, the Pacific Rim Regional Investigations Office (JI-9) initiated an investigation after receiving a copy of an anonymous letter dated September 2, 2008 originally sent to the U.S. General Services Administration Office of Inspector General (GSA OIG) in Washington, D.C. alleging that GSA employees (b) (6), (b) (7)(C), Oakland Federal Building and (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), San Francisco Regional Office, showed favoritism to Meridian Management Corporation (MMC) in awarding them a 2007 contract for building maintenance on the Oakland Federal Building. [Agent Note: The Oakland Federal Building is formally known as the Ronald V. Dellums Federal Building. It is located in Oakland, CA.] The letter stated that several contractors were cheated out of a proper, legal bidding process. The letter alleged that (b) (7)(C), (b) (6) sent the prospective contractors' paperwork to Meridian to complete which allowed Meridian to maintain the building maintenance contract.

Other relevant GSA OIG Hotline complaints included:

- (b) (6), (b) (7)(C), MMC, alleged that during the contract bidding process in 2007, (b) (7)(C), (b) (6) provided the competing contractors' bid information to MMC so that they could provide the lowest bid and be awarded the contract.

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- (b) (6), (b) (7)(C), MMC, alleged that (b) (6), (b) (7)(C) had a personal friendship with (b) (6), (b) (7)(C), MMC, which resulted in favoritism toward (b) (6), (b) (7)(C) and discrimination against the rest of the MMC crew.

- (b) (6), (b) (7)(C), MMC, alleged favoritism, discrimination, and retaliation by (b) (6), (b) (7)(C)

Jl-9 subsequently interviewed several past and present MMC employees to gather information pertinent to this investigation.

Jl-9 interviewed (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Oakland Federal Building, GSA, who said that MMC was awarded a new contract in 2007 for Operations and Maintenance at the Oakland Federal Building. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) went on the walk-thru with the companies interested in submitting a proposal for the contract. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) was responsible for sending out the Request for Proposals and reviewed them when they were submitted. (b) (6), (b) (7)(C) was not aware if (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are friends outside of work or if either of them are friends with anyone from MMC outside of work.

Jl-9 interviewed (b) (6), (b) (7)(C) who alleged that (b) (6), (b) (7)(C), MMC, told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) had provided (b) (6), (b) (7)(C) with information regarding other contract bids so that Meridian could lower their bid in order to be awarded the contract again.

Jl-9 interviewed (b) (6), (b) (7)(C), MMC, who said (b) (6), (b) (7)(C) thought (b) (6), (b) (7)(C) was too involved in the regular operations at MMC and there was a constant push to assign jobs to (b) (6), (b) (7)(C) for which (b) (6), (b) (7)(C) was not qualified. According to (b) (6), (b) (7)(C) wanted (b) (6), (b) (7)(C) to be an Operating Engineer but (b) (6), (b) (7)(C) skill set only fit that of a Utility Engineer. (b) (6), (b) (7)(C) said that when (b) (6), (b) (7)(C) approached (b) (6), (b) (7)(C) about promoting (b) (6), (b) (7)(C) to Operating Engineer, (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would first have to complete an apprenticeship program that MMC did not have and that an Operating Engineer position was not available. (b) (6), (b) (7)(C) said that an approved apprenticeship program would have taken approximately 4.5 years to complete and would have required completing courses offered by the local engineer's union. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had a bad work ethic and low job production and that (b) (6), (b) (7)(C) and (b) (7)(C), (b) (6) were constantly working together when they were told not to. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) would go to the GSA office when something happened that they did not like. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) told both that they should not be taking problems to the customer (GSA) but should come to their supervisor (b) (6), (b) (7)(C) as is stated in the MMC handbook. Prior to leaving MMC, (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) wrote a letter to (b) (6), (b) (7)(C) outlining the problems at MMC that were directly related to (b) (6), (b) (7)(C) involvement in the day- to-day operations of MMC.

Jl-9 interviewed (b) (6), (b) (7)(C), MMC, who said that (b) (6), (b) (7)(C) once asked (b) (6), (b) (7)(C) what would be helpful in completing the mission of MMC's contract and (b) (6), (b) (7)(C) suggested that adding another Utility Engineer would be helpful. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) had someone in mind and would contact MMC to obtain pricing information. According to (b) (7)(C), (b) (6) then contacted (b) (7)(C), (b) (6) and obtained pricing information for the position to be added to the contract. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) was good for the position. Before the job announcement could be posted, (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) had interviewed (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C)

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felt [redacted] job was in jeopardy so [redacted] interviewed [redacted] but felt that [redacted] was not qualified for the position because did not have any engineering experience or education in the field. [redacted] said [redacted] felt [redacted] had to hire [redacted] because [redacted] had created the position for [redacted]. According to [redacted], job announcements were supposed to be created through the union and then the union would send applicants to MMC; however, in [redacted] case, the position was never posted. [redacted] said that [redacted] immediately joined the union so the union did not care that the job announcement was not properly posted.

A review of contract documents disclosed that contract modification PS01 was issued on May 2, 2007 to add a utility engineer to the project. The contract amount was increased by \$6,319.16 per month, which was to be effective from July 1, 2007 through June 30, 2009. [redacted] signed that contract modification.

JI-9 interviewed [redacted], who confirmed MMC's contract for Maintenance and Operations at the Oakland Federal Building and other federal buildings in southern California was awarded in 1998 and renewed in 2007. [redacted] said [redacted] was the GSA contracting officer who sent the Request for Proposal for the current contract. [redacted] denied knowing which other contractors submitted bids although [redacted] assumed that other contractor submitted bids. [redacted] also denied receiving any bidding information from [redacted].

[redacted] said MMC has an agreement with the union to first look for new hires via the union's dispatch service. If a qualified employee is not located, MMC can advertise the position elsewhere. [redacted] said that Electrical Engineers do not have to be certified but need to have two years of experience within the last five years. For Engineers working on Heating, Ventilation, and Air Conditioning, they must go to a school and get a 608 license/certification to become eligible for promotion. [redacted] said [redacted] was at lunch with [redacted] when [redacted] asked [redacted] when MMC would be getting a new Utility Engineer position opening at the building. [redacted] said it was not in the contract so unless there was an amendment to the contract there would be no new Utility Engineer position. [redacted] brought it up several more times during lunch and asked for pricing during a meeting. [redacted] said sometime after the luncheon, [redacted] was hired.

[redacted] stated [redacted] reviewed references for the Chief Engineer and occasionally for the other employees but that was usually done by the Chief Engineer. [redacted] added that at the time [redacted] was hired, [redacted] would have been the person who verified [redacted]'s qualifications. [redacted] found out after [redacted] was hired that [redacted] and [redacted] were friends. [redacted] said [redacted] would not have hired [redacted] if [redacted] had known this prior to hiring [redacted]. [redacted] it was difficult to work with at times but [redacted] never threatened his job or that [redacted] would lose the contract.

[redacted] said that [redacted] requested that three Meridian employees, [redacted] and [redacted], be fired and removed from the building after an alleged theft of another contractor's equipment. [redacted] later sought to get [redacted] reinstated. [redacted] said [redacted] did not know whether [redacted] had to submit a written letter to [redacted] in order to get [redacted] job back. [redacted] said [redacted] wrote a letter of recommendation for [redacted] letterhead and

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when (b) (6), (b) (7)(C) found out (b) (6), (b) (7)(C) got very upset and that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), GSA, did not think the letter of recommendation was appropriate.

JI-9 interviewed (b) (6), (b) (7)(C) who said that on June 22, 2009, an envelope was left on (b) (6), (b) (7)(C) desk with documents pertaining to (b) (6), (b) (7)(C). The documents lead (b) (6), (b) (7)(C) to believe that (b) (6), (b) (7)(C) was conducting personal business while working for MMC on the GSA contract. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) had previously told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had previously had a contract with the Department of Defense through (b) (6), (b) (7)(C) personal business, Contra Costa Heating and Air, but that (b) (6), (b) (7)(C) had since sold the business. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) had weekly meetings with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), MMC, to discuss work preformed, issues that may have occurred and on several occasion why work was not being completed. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) several times that (b) (6), (b) (7)(C) was overburdened because (b) (6), (b) (7)(C) worked on (b) (6), (b) (7)(C) personal business instead of MMC business or was watching (b) (6), (b) (7)(C) stocks. (b) (6), (b) (7)(C) stated that in June 2009 (b) (6), (b) (7)(C) confronted (b) (6), (b) (7)(C) and told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) personal business had resulted in the building being neglected. (b) (6), (b) (7)(C) resigned (b) (6), (b) (7)(C) position the same day.

Based on the lack of information that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) acted improperly in the awarding of the building maintenance contract at the Oakland Federal Building, there are no criminal charges to pursue in this investigation. This investigation is closed and does not require any further investigation or action.

Should you have any questions concerning this matter, please feel free contact me at (b) (7)(C), (b) (6) or the case agent, Special Agent (b) (6), (b) (7)(C), at (b) (7)(C), (b) (6) or (b) (7)(C), (b) (6)

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MEMORANDUM: (b) (6), (b) (7)(C)
SPECIAL AGENT IN CHARGE (JI-10)

FROM: (b) (7)(C), (b) (6)
SPECIAL AGENT (JI-10)

SUBJECT: CLOSING LETTER TO FILE
FRAUDULENT PURCHASES MADE THROUGH GSA
ADVANTAGE - (b) (6), (b) (7)(C)
FILE NUMBER: I-09-0-0576
Mail/Wire Fraud
Theft of Government Property

This memorandum presents the investigative findings regarding this matter.

On April 30, 2009, this office received information from GSA OIG, Region 6, about a possible Department of Commerce employee who purchased several items from the GSA Advantage website with a credit card and then shipped the items to a residential address in Beaverton, OR.

Subject statements, witness reports, and information contained in the various records collected throughout this investigation indicated that (b) (7)(C), (b) (6) b (6), (b) (7)(C) (b) (7)(C), (b) (6) generated two fictitious GSA Advantage accounts in order to utilize two stolen government purchase credit card numbers, assigned to military soldiers, to purchase four Sony laptop computers and two Imation drives, worth \$7,073.18, through the GSA Advantage website. The items were subsequently shipped to (b) (7)(C), (b) (6) the (b) (7)(C), (b) (6) of (b) (7)(C), (b) (6)

Federal agents interviewed (b) (7)(C), (b) (6) stated that on or about late 2008, (b) (7)(C), (b) (6) and (b) (7)(C), (b) (6) asked for their address in order to send some computer items purchased, (b) (6), (b) (7)(C) to (b) (7)(C), (b) (6) wanted to ship items ordered over the internet to (b) (7)(C), (b) (6) U.S. based address and requested (b) (7)(C), (b) (6) mail the items back to (b) (7)(C), (b) (6) with the shipping labels (b) (6) provided to (b) (7)(C), (b) (6) via e-mail. (b) (7)(C), (b) (6) told (b) (7)(C), (b) (6) needed an address in the U.S. in order for the items to be shipped. At the time of the interview, (b) (7)(C), (b) (6) had not yet shipped any of the items in question back to (b) (7)(C), (b) (6) released the computer equipment received from (b) (7)(C), (b) (6) to GSA OIG agents. (C)

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The United States Attorney's Office, District of Oregon, declined to pursue [REDACTED] criminally.

The GSA Office of Supply Operations, Arlington, VA confirmed that PC Mall Gov, Inc. received payment in the amount of \$7,073.18 for the items [REDACTED] ordered. Both of the government purchase credit cardholders were issued refunds by the respective banks for the items charged to each of their government purchase credit card accounts via "chargeback transactions." Neither Citibank nor U.S. Bank wanted the computer equipment, despite the fact that the bank credit cardholders' accounts were credited for the fraudulent transactions. Additionally, the vendor of the computer equipment did not allow GSA Global Supply to return the computer equipment for credit.

On March 14, 2011, the computer equipment received by GSA OIG from [REDACTED] was released to [REDACTED] (b) (7)(C), (b) (6) [REDACTED] (b) (7)(C), (b) (6) GSA Pacific Northwest Supply Operations Center, Auburn, WA, as [REDACTED] (b) (6), (b) (7)(C) [REDACTED]

Based on the above information, this office is now closing the investigation into fraudulent purchases made through GSA Advantage by [REDACTED] (b) (7)(C), (b) (6)

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Northeast and Caribbean Regional Investigations Office

April 28, 2010

MEMORANDUM FOR GREGORY G. ROWE
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM:

(b) (6), (b) (7)(C)

SPECIAL AGENT IN CHARGE (JI-2)

SUBJECT:

CASE CLOSING MEMORANDUM

ANONYMOUS E-MAIL COMPLAINTS: REGION 2
FEDERAL ACQUISITION SERVICE, HOSTILE WORK
ENVIRONMENT

File No: I0920058

On October 28, 2008, the GSA/Office of Inspector General, Northeast & Caribbean Regional Investigations Office (JI-2), received two anonymous e-mail complaints through the GSA Northeast and Caribbean Regional Counsel alleging inappropriate conduct by GSA employees within the Federal Acquisition Service (FAS), Northeast & Caribbean Region (Region 2), 26 Federal Plaza, NY, NY.

On October 17, 2008, the first e-mail was sent from (b) (6), (b) (7)(C) to several government agencies and individuals, stating they were recently fired from GSA, and that the Region 2 FAS, specifically the Global Supply Division (GSD), was filled with "hostility, fraud, abuse and mismanagement." The e-mail states that several employees are harassed daily and management has established a culture that prohibits reporting of misconduct. The e-mail adds that if complaints are made, management not only fails to address the issue, but retaliates by spreading rumors, harassing the complainant, writing the complainant up, preventing promotions and firing employees. The e-mail contained general allegations of misconduct and wrongdoing in Region 2 FAS involving (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) GSA/FAS, 26 Federal Plaza, NY, NY; (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) GSA/FAS, 26 Federal Plaza, NY, NY; (b) (7)(C), (b) (6) (b) (7)(C), (b) (6) GSA/FAS, 26 Federal Plaza, NY, NY; (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) GSA/FAS, 26 Federal Plaza, NY, NY; (b) (7)(C), (b) (6) (b) (6), (b) (7)(C) GSA/FAS, 26 Federal Plaza, NY, NY; and (b) (6), (b) (7)(C) GSA/FAS, 26 Federal Plaza, NY, NY.

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On October 17, 2008, the second e-mail was sent from (b) (6), (b) (7)(C) to several government agencies and individuals, stating they wanted to provide additional information and requesting a thorough investigation be conducted. The e-mail states contract employees are receiving preferential treatment for permanent vacancies in FAS, and thus vacancies are listed through the federal career intern program, which circumvents veteran's preference and allows contract employees to be hired. Additionally, as a result of these friendships, several supervisors and "their friends" fail to follow core hours, coming and going as they please, without taking leave.

Jl-2's investigation substantiated many of the allegations of misconduct by both management officials and non-management employees, as well as a severe lack of management control and oversight that contributed to a poor and unproductive work environment. On April 23, 2009, the result of Jl-2's investigation was referred to (b) (7)(C), (b) (6), (b) (7)(C) Office of Supply Operations (QSD), GSA/FAS, Arlington, VA, for management action. As a result of Jl-2's referral disciplinary action was taken against

(b) (6), (b) (7)(C)

Jl-2 has concluded its investigation and this case will be closed.

cc: Official File: Jl-2:I0920058
(b) (7)(C)
(b) (6) tcr: 04/28/2010



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

SOUTHEAST REGIONAL INVESTIGATIONS OFFICE

December 2, 2010

MEMORANDUM FOR GEOFFREY CHERRINGTON
DUPUTY ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM: (b) (7)(C), (b) (6) *for*
SPECIAL AGENT IN CHARGE (JI-4)

SUBJECT: Closing Memorandum:

(b) (7)(C), (b) (6)
(b) (7)(C), (b) (6)
Columbia, SC Service Center
Public Buildings Service, GSA

File No. I0940378

This memorandum presents the results of our investigation regarding the above-captioned matter. No further action or referrals are necessary to close this matter.

The investigation was initiated based on information received on December 15, 2008, from (b) (6), (b) (7)(C) property management division (PMD), public buildings service (PBS), GSA, Atlanta, GA, reported that (b) (7)(C), (b) (6), (b) (7)(C), the Graves Company, Columbia, SC, and (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), property management center (PMC), GSA, Columbia, SC, made a verbal agreement to purchase items on behalf of (b) (7)(C), (b) (6) with funds paid to GSA by a cleaning contractor who accidentally broke a water sprinkler which flooded the Strom Thurmond Federal Building (STFB), Columbia, SC.

Our investigation disclosed that in order to repair GSA tenant space quickly, (b) (7)(C), (b) (6), with the consent of (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C), PMC, PBS, GSA, paid the Graves Company using GSA Budget Activity 61 (BA61) funds rather than wait for insurance payments. On April 22, 2002, GSA paid the Graves Company \$37, 773 for repairs from BA61 funds.

Our investigation determined that an insurance company representing Kan Klean Janitorial Service (the company which broke the sprinkler and caused the flood), paid the Graves Company \$17,081.68 on July 30, 2002, for at least a portion of the same repairs that GSA previously paid resulting in at least a partial double payment.

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Our investigation also determined that rather than request a return of funds to GSA, (b) (7)(C), (b) (6) directed (b) (7)(C), (b) (6) to purchase certain items on behalf of GSA and complete additional renovations to the STFB using the double payment funds.

In an interview with (b) (7)(C), (b) (6) stated that the flood happened in the STFB in 2002, affecting portions of the eighth, ninth and tenth floors in the building. (b) (7)(C), (b) (6) confirmed that one of the janitorial employees for Kan Klean Janitorial hit a sprinkler head causing water damage to the STFB. (b) (7)(C), (b) (6) acknowledged that three to four companies were called in to help with the cleanup of the water damage. One of the companies called to assist with the cleanup was the Graves Company.

(b) (7)(C), (b) (6) advised that the insurance company took a long time to get an adjustor in the STFB to assess the damage. The United States Department of Agriculture (USDA) was upset it was taking a long time to get their space complete, so USDA talked to (b) (6), (b) (7)(C), director, PMC, PBS, GSA, about GSA paying to get their space repaired. (b) (7)(C), (b) (6) said that (b) (7)(C), (b) (6) agreed to finish USDA space using BA61 funds to make their office whole. The Graves Company replaced and repaired damaged carpet and ceiling tiles in the STFB. According to (b) (7)(C), (b) (6), the insurance company could not pay GSA directly, but could pay the vendors directly for the work they performed in the building. The Graves Company received a check for approximately \$17,000 from the insurance company. The insurance company also wrote checks to all the companies that worked on the flood cleanup and repair at the STFB. As a result, GSA paid the Graves Company using BA61 funds and subsequently the insurance company also paid (b) (6), (b) (7)(C) said since the Graves Company was paid twice (by GSA and the insurance company) for services to repair flood damage, (b) (6), (b) (7)(C) directed (b) (6), (b) (7)(C) to make several purchases on behalf of GSA rather than return the overpayment to GSA. (b) (7)(C), (b) (6) directed (b) (6), (b) (7)(C) to purchase exercise equipment, shirts with the GSA logo, and notepads with the GSA logo to be given out to building tenants during the customer appreciation events.

The Regional Administrator's office conducted a management review and reported that since the alleged infraction happened several years in the past, with gaps in the information used to support the suspension, that (b) (7)(C), (b) (6) would not be suspended for the infraction. It was determined by GSA that increased training and awareness of procurement regulations will be emphasized to all associates.

This matter is closed and no further action is necessary.



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Office of Inspector General

SOUTHEAST REGIONAL INVESTIGATIONS OFFICE

October 27, 2010

MEMORANDUM FOR GEOFFREY CHERRINGTON
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM: (b) (7)(C), (b) (6)
SPECIAL AGENT-IN-CHARGE
OFFICE OF INVESTIGATIONS (JI-4)

SUBJECT: Report of Investigation:
(b) (7)(C), (b) (6)
Public Building Service (4PM-FT)
Tampa Property Management Center
Employee Misconduct
File No: I0940819

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.

On May 11, 2009, (b) (7)(C), (b) (6), Special Agent (SA), Office of the Inspector General (OIG), Department of Community Health, State of Georgia, Atlanta, Georgia, contacted (b) (7)(C), (b) (6), Tampa Property Management Center (TPMC), General Services Administration (GSA), Tampa, Florida, by telephone regarding supporting statements and documents provided by (b) (7)(C), (b) (6) which surfaced as a result of a separate criminal investigation being conducted (b) (7)(C), (b) (6) SA, OIG, GSA, Atlanta, Georgia, into actions by another GSA contract employee hereafter identified as Jane Doe.

(b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to confirm (b) (6), (b) (7)(C) position with GSA and asked if (b) (6), (b) (7)(C) was Doe's supervisor as shown on a Georgia health benefits certification form. (b) (6), (b) (7)(C) lied and advised (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) supervisor for a period of four years until (b) (6), (b) (7)(C) transferred from the Atlanta office to the Tampa office. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would need to make a written statement and confirm that (b) (6), (b) (7)(C) authored a letter on official GSA letterhead stating that (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) supervisor and the salary listed in the letter was accurate for the purposes of qualifying for health benefits from the State of Georgia.

On May 14, 2009, (b) (6), (b) (7)(C) sent (b) (6), (b) (7)(C) an email containing an electronic copy of the letters with (b) (6), (b) (7)(C) signature. (b) (6), (b) (7)(C) immediately called (b) (6), (b) (7)(C) and recanted (b) (6), (b) (7)(C) story. (b) (6), (b) (7)(C) then sent an email to (b) (6), (b) (7)(C) recanting (b) (6), (b) (7)(C) story again. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was not aware of any written documents and that (b) (6), (b) (7)(C) was never a supervisor for GSA. (b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) and works as a (b) (6), (b) (7)(C) for the TPMC. According to (b) (6), (b) (7)(C), the only thing (b) (6), (b) (7)(C)

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remembered is that Doe contacted (b) (6), (b) (7)(C) about two years ago and asked if (b) (6), (b) (7)(C) could use (b) (6), (b) (7)(C) as a reference. (b) (6), (b) (7)(C) agreed and stated (b) (6), (b) (7)(C) was under the impression (b) (6), (b) (7)(C) was applying for a position with another company and needed a reference. (b) (6), (b) (7)(C) later admitted this information was not entirely accurate.

On June 23, 2009, SA (b) (6), (b) (7)(C) and (b) (7)(C), (b) (6), SA, OIG, GSA, Fort Lauderdale, Florida, interviewed (b) (6), (b) (7)(C) regarding the statements (b) (6), (b) (7)(C) made to (b) (6), (b) (7)(C) during the telephone interview.

When asked about the false statements (b) (6), (b) (7)(C) made during the telephone interview, (b) (6), (b) (7)(C) stated the reason (b) (6), (b) (7)(C) initially lied when (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) letter is that (b) (6), (b) (7)(C) workstation is out in the open and (b) (6), (b) (7)(C) has no privacy. (b) (6), (b) (7)(C) did not feel comfortable talking about personal issues in a public atmosphere so (b) (6), (b) (7)(C) lied to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) recanted this statement later during the interview.

During the interview with SA (b) (6), (b) (7)(C) and SA (b) (6), (b) (7)(C) stated that after (b) (6), (b) (7)(C) initially spoke with (b) (6), (b) (7)(C) contacted Doe. Doe advised (b) (6), (b) (7)(C) to not worry about the call. Doe had already admitted to SA (b) (6), (b) (7)(C) that she forged the letter and fraudulently applied for the health benefits. (b) (6), (b) (7)(C) informed Doe that (b) (6), (b) (7)(C) intended to contact (b) (6), (b) (7)(C) and tell (b) (6), (b) (7)(C) the truth about the whole incident. At this point (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) by telephone and recanted (b) (6), (b) (7)(C) initial statements.

According to (b) (6), (b) (7)(C), Doe used (b) (6), (b) (7)(C) as a reference on the medical benefits application and that if anyone called regarding the application, (b) (6), (b) (7)(C) was to tell them (b) (6), (b) (7)(C) was Doe's supervisor. (b) (6), (b) (7)(C) admitted Doe was one of (b) (6), (b) (7)(C) closest and best friends while (b) (6), (b) (7)(C) worked in Atlanta. Doe's (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C). To qualify for the Peachcare medical programs, applicants had to provide a salary certification form from a supervisor stating the applicant met a low income threshold to qualify for the program. Doe's yearly salary disqualified her for the program, so she asked (b) (6), (b) (7)(C) to pose as her supervisor and fraudulently complete the certification form. (b) (6), (b) (7)(C) agreed and completed the form. (b) (6), (b) (7)(C) stated, "She (Doe) was trying to get medical benefits for (b) (6), (b) (7)(C). I was trying to help out and protect my friend. I know how serious stealing medical benefits is."

(b) (6), (b) (7)(C) provided an affidavit admitting (b) (6), (b) (7)(C) lied in support of Doe's fraudulent attempt to falsely obtain medical health benefits from the State of Georgia.

On October 5, 2010, (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), Public Buildings Service (4P), reviewed the previously cited Report of Investigation and based upon its findings (b) (6), (b) (7)(C) effective October 5, 2010.

Based on the above information, this case is closed.

In accordance with Section 902.06C of the Office of Inspector General Manual, the complete regional file associated with captioned case is hereby forwarded to Central Office. Also attached is the Case Closing Authorization form.

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If you have any questions or require additional information, please contact SA (b) (6), (b) (7)(C) at (b) (7)(C), (b) (6)

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
Pacific Rim Regional Office of Investigations

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November 26, 2010

MEMORANDUM FOR: GEOFFREY CHERRINGTON
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM: (b) (7)(C), (b) (6) SIGNED /// (b) (7)(C), (b) (6) ///
SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT: Case Closing Memorandum

Case Title – Debarment: Former U.S. Customs and Border
Protection Office (b) (7)(C), (b) (6)
Case File Number – II090212

This memorandum serves as a Final Report of Investigation in this matter.

On May 13, 2008, a Criminal Complaint was filed in the U.S. District Court, District of Arizona, charging (b) (7)(C), (b) (6), a (b) (7)(C), (b) (6) residing at (b) (6), (b) (7)(C), Yuma, Arizona, with two (2) counts of conspiring with others to bring illegal aliens to the United States in violation of 8 USC § 1324(a)(2)(B)(ii), *Attempted Bringing Illegal Aliens to the United States for Financial Gain*, and 18 USC § 371, *Conspiracy to Bring Illegal Aliens to the United States for Financial Gain*. The charges stemmed from an investigation conducted by the U.S. Department of Homeland Security Office of Inspector General. Information contained within the complaint indicated (b) (6), (b) (7)(C) used (b) (6), (b) (7)(C) position as a (b) (6), (b) (7)(C) to allow illegal aliens to enter the United States thru a specific lane (b) (6), (b) (7)(C) was working at the San Luis Port of Entry, San Luis, Arizona. Furthermore, (b) (6), (b) (7)(C) accepted bribery payments to allow illegal aliens through the San Luis Port of Entry.

On June 3, 2008, a twenty-two (22) count Indictment was filed in the U.S. District Court, District of Arizona, against (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) co-conspirators. The Indictment charged (b) (6), (b) (7)(C) with ten (10) counts of violating 8 USC § 1324(a)(2)(B)(ii), six (6) counts of violating 18 USC § 201(b)(2), *Acceptance and Agreement to Accept a Bribe by a Public Official*, and one (1) count of violating 18 USC § 371.

On September 8, 2009 (b) (7)(C), (b) (6) was allowed to (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) position as a (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C)

On October 21, 2009, pursuant to a Plea Agreement with the U.S. Attorney's Office, District of Arizona, (b) (6), (b) (7)(C) pled guilty to one (1) count of violating 8 USC § 1324(a)(2)(B)(ii) and one

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(1) count of violating 18 USC § 201(b)(2). The remaining counts of the Indictment pending against (b) (6), (b) (7)(C) were dismissed as part of the Plea Agreement.

On January 22, 2010, (b) (6), (b) (7)(C) was sentenced to thirty-seven (37) months of incarceration, three (3) years supervised release, and monetary penalties of a \$200 special assessment and a fine of \$4,000.

On March 22, 2010, the Pacific Rim Regional Office of Investigations, U.S. General Services Administration Office of Inspector General, San Francisco, California initiated debarment proceedings against (b) (6), (b) (7)(C) based on (b) (6), (b) (7)(C) January 22, 2010, conviction in the U.S. District Court, District of Arizona.

On May 21, 2010, (b) (7)(C), (b) (6) debarment proposal was transferred to the U.S. Immigration and Customs Enforcement (ICE) Suspension and Debarment Official, U.S. Department of Homeland Security, Washington, District of Columbia.

On November 5, 2010, the ICE Suspension and Debarment Official debarred (b) (6), (b) (7)(C) beginning this date through November 15, 2014.

Based on the above information, this case is closed and no further investigative activity is warranted. Any questions relating to this investigation can be directed to me at (b) (7)(C), (b) (6) or Special Agent (b) (7)(C), (b) (6)

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

December 9, 2011

MEMORANDUM FOR FILE

FROM:

(b) (7)(C), (b) (6)

SPECIAL AGENT-IN-CHARGE
MID-ATLANTIC REGIONAL INVESTIGATIONS OFFICE (JI-3)

SUBJECT:

CASE CLOSING MEMORANDUM

(b) (7)(C), (b) (6), U.S. Army
(b) (7)(C), (b) (6), 21st Signal Corps
6321 East Whitecoat
Fort Detrick, MD

File Number: 1113-2469

This memorandum presents the findings of our investigation. No further actions or referrals are necessary to close this matter.

On February 24, 2011, the U.S. General Services Administration (GSA), Office of Inspector General (OIG), Mid-Atlantic Regional Investigations Office (JI-3), received information from (b) (7)(C), (b) (6), GSA Fleet Loss Prevention. (b) (7)(C), (b) (6) advised the Wright Express Credit Card (WEXCC) assigned to GSA vehicle (b) (7)(C), (b) (6) leased to the U.S. Army, 21st Signal Brigade, Fort Detrick, MD, appeared to have been used to fraudulently purchase fuel at two gasoline stations in the Fort Detrick, MD, area.

On March 15, 2011, surveillance video was obtained which identified two vehicles, a blue vehicle, resembling a (b) (7)(C), (b) (6), and a black vehicle, resembling a 1990s (b) (7)(C), (b) (6), for which the WEXCC was used to purchase gasoline. On May 31, 2011, contact was made with the Fort Detrick Police Department in order to obtain assistance in identifying to which unit the WEXCC was assigned. It was determined the WEXCC was assigned to a company within 21st Signal Corps commanded by (b) (7)(C), (b) (6). On that same date, (b) (7)(C), (b) (6) identified the vehicles as belonging to (b) (7)(C), (b) (6), (b) (7)(C), (b) (6). On June 7, 2011, (b) (7)(C), (b) (6) was interviewed and admitted to the fraudulent use of the WEXCC to fuel (b) (7)(C), (b) (6) personally owned vehicles. The investigation determined the total loss to GSA as a result of (b) (7)(C), (b) (6) fraudulent use of the WEXCC was \$1,521.16, which GSA subsequently billed back to the Army.

Office of Investigations (JI-3)
William J. Green Federal Office Building
600 Arch Street, Room 4452, Philadelphia, PA 19106

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On June 30, 2011, (b) (7)(C), (b) (6) was arrested pursuant to an arrest warrant and criminal complaint filed in the U.S. District Court of Maryland, Baltimore, MD, which charged (b) (7)(C), (b) (6) with four counts of violating 18 U.S.C. 641 (Theft of Government Property).

On October 18, 2011, (b) (7)(C), (b) (6) pled guilty to one count of violating 18 U.S.C. 641 (Theft of Government Property). U.S. Magistrate Judge Thomas M. DiGirolamo, U.S. District Court, District of Maryland, sentenced (b) (7)(C), (b) (6) to one year probation, 50 hours of community service, and restitution in the amount of \$1,521.16.

On December 7, 2011, (b) (7)(C), (b) (6) advised (b) (7)(C), (b) (6) initiated administrative action against (b) (7)(C), (b) (6) that consists of (b) (6), (b) (7)(C) from the Promotion Standings List.

This matter does not require any further investigation or action.

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Northeast Regional Investigations Office

March 19, 2012

MEMORANDUM FOR THE FILE

FROM:

(b) (7)(C), (b) (6)
(b) (7)(C), (b) (6)

SPECIAL AGENT IN CHARGE (JI-2)

SUBJECT:

CASE CLOSING MEMORANDUM

Consolidated Edison Company Kickback Scheme
New York, NY

File Number: I070093

This investigation was initiated on January 12, 2007, based upon information received from the Port Authority of New York New Jersey (PANYNJ), Office of Inspector General (OIG), advising of a joint investigation with the U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), and the U.S. Internal Revenue Service (IRS), involving an alleged kickback scheme by employees of the Consolidated Edison Company of New York (ConEd), JAF Station, New York, NY. ConEd is a U.S. General Services Administration (GSA) contractor which had received at the time of case initiation at least \$255,000 in payments for services since 2005 from GSA. Further, ConEd is a regulated utility which provides electric and natural gas service in several areas in New York City and most of Westchester County New York.

PANYNJ OIG advised the investigation involved alleged kickbacks being paid by employees of New York City contractor Judlau Construction, Inc., (Judlau) to ConEd employees (b) (7)(C), (b) (6), (b) (7)(C), (b) (6) and (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), in order to facilitate payments for construction work performed by Judlau. According to PANYNJ OIG, Judlau was performing construction projects throughout the New York City area which involved moving ConEd underground utilities. ConEd was responsible for reimbursing Judlau for the cost of moving these utilities and they had delayed payments to Judlau for up to one year.

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Information developed by the PANYNJ OIG indicated ConEd employee (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), approached a Judlau representative and advised the representative to make an arrangement with (b) (7)(C), (b) (6) in order to speed up payments from ConEd to Judlau. (b) (7)(C), (b) (6) and the Judlau representative agreed that Judlau would pay (b) (7)(C), (b) (6) \$3,000 per week via a bogus company in return for (b) (7)(C), (b) (6) facilitating prompt payment to Judlau from ConEd.

On January 17, 2007, this matter was presented and accepted for criminal prosecution at the United States Attorney's Office Eastern District New York. Throughout the course of the investigation, the investigative team conducted multiple interviews and consensual monitoring meetings involving the aforementioned defendants, which led to several arrest warrants of ConEd employees and contractors. JI-2 was the lead agency for several of these consensually monitored meetings between cooperating subjects/witnesses and other subjects. As the investigation progressed, it was determined that the scheme to defraud did not directly affect GSA programs and/or contracts. Therefore, it was determined by the GSA OIG Counsel to the Inspector General that JI-2 should (b)(5) case. However, the other investigative agencies continued the investigation and used incriminating evidence gathered by JI-2 agents, through interviews and undercover operations, to successfully prosecute those involved. Therefore, this case remained opened until it was completely adjudicated.

On March 15, 2007, (b) (7)(C), (b) (6) was arrested based on a criminal complaint filed against (b) (7)(C), (b) (6) in the U.S. District Court Eastern District of New York (USDC EDNY) on felony charges of Mail Fraud and Conspiracy to Launder the Proceeds of Mail Fraud 18 USC 1956(h), 1341, 1346. On October 1, 2009, (b) (7)(C), (b) (6) appeared before U.S. District Judge Allyne R. Ross EDNY and pled guilty to an information charging (b) (7)(C), (b) (6) with Conspiracy to Launder the Proceeds of Mail Fraud 18 USC 1956(h). (b) (7)(C), (b) (6) was sentenced on October 12, 2011, to one year and a day incarceration; three years supervisory release; \$158,445 restitution and \$100 special assessment fee.

On March 19, 2007, (b) (7)(C), (b) (6), were arrested based on a criminal complaint filed against them in the USDC EDNY charging them with Mail Fraud and Conspiracy to Launder the Proceeds of Mail Fraud 18 USC 1956(h), 1341, 1346. Additionally, they were charged with Structuring and Assisting in Structuring Financial Transactions to Launder the Proceeds of an Illegal Kickback Scheme 31 USC 5324(a) (3), 5324(d), respectively. On July 14, 2009, (b) (7)(C), (b) (6) pled guilty to an information charging (b) (7)(C), (b) (6) with Conspiracy to Launder the Proceeds of Mail Fraud 18 USC 1956(h) and 26 USC 7201 Tax Evasion. On April 29, 2010, (b) (7)(C), (b) (6) was found guilty by a Federal Jury on charges of violating 18 USC 1956, Conspiracy to Launder Money and 18 USC 1957, Monetary Transactions Involving Criminally Derived Funds. (b) (7)(C), (b) (6) was sentenced on October 13, 2011, to thirty-six months incarceration; three years supervisory release; \$188,719 restitution and \$100 special assessment

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fee. [REDACTED] was sentenced on November 22, 2011, to thirty-two months incarceration; three years supervisory release and \$200 special assessment fee.

On September 18, 2008, (b) (7)(C), (b) (6), [REDACTED], Felix Construction, was arrested based on a criminal complaint filed against [REDACTED] in the USDC EDNY charging [REDACTED] with violating 18 USC 666, Theft or Bribery Concerning Programs Receiving Federal Funds. On July 13, 2009, [REDACTED] pled guilty to violating 18 USC 666 (a) (2) Bribery and 26 USC 7206 (1) Filing a False Tax Return. [REDACTED] was sentenced on October 14, 2011, to twenty-one months incarceration; three years supervisory release; \$100,000 fine and \$100 special assessment fee.

On January 14, 2009, (b) (7)(C), (b) (6), [REDACTED], (b) (7)(C), (b) (6), [REDACTED], ConEd, were arrested based on a criminal complaint filed in USDC EDNY charging them with violating 18 USC 666, Theft or Bribery Concerning Programs Receiving Federal Funds. On January 14, 2009, [REDACTED] appeared pled guilty to an information charging [REDACTED] with violating 18 USC 666 (a) (2) Bribery and 26 USC 7201 Tax Evasion. On January 14, 2009, [REDACTED] appeared before [REDACTED] pled guilty to an information charging [REDACTED] with violating 18 USC 666 (a) (2) Bribery and 26 USC 7201 Tax Evasion. [REDACTED] was sentenced on October 3, 2011, to thirty months incarceration; three years supervisory release; \$112,708 restitution and \$200 special assessment fee. [REDACTED] was sentenced on October 3, 2011, to thirty months incarceration; three years supervisory release; \$132,800 restitution and \$200 special assessment fee.

Consequently, no further investigation of this matter is anticipated by JI-2 and the case is now closed.

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