

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION

| | | |
|--------------------------|---|-------------------------|
| UNITED STATES OF AMERICA |) | |
| |) | FILED 97 FEB 18 PM 1:16 |
| v. |) | |
| |) | Cr. No. 97-10005 |
| |) | |
| WARD L. TORRANS, |) | 18 U.S.C. § 371 |
| |) | 18 U.S.C. § 1341 |
| Defendant. |) | 18 U.S.C. § 2 |

I N F O R M A T I O N

**THE UNITED STATES OF AMERICA, ACTING THROUGH ITS ATTORNEYS,
CHARGES:**

COUNT 1

That at all times material to this information:

A. INTRODUCTION

1. The Milan Army Ammunition Plant is located in Milan, Tennessee and is owned by the United States Army.

2. Martin Marietta Ordnance Systems, Inc., hereinafter referred to as Martin Marietta or MMOS, was contracted by the United States Army to operate the facility to produce various types of ammunition, demolition kits, tank ammunition, various high explosives, and direct and indirect materials necessary to manufacture munitions. This arrangement is known as a government owned contractor operated facility, commonly called a GOCO.

3. Martin Marietta is a defense contractor and prime contractor that receives prime contracts from the contracting agency, the United States Army Armaments, Munitions, and Chemical Command, hereinafter known as AMCCOM.

4. Once Martin Marietta received a prime contract to manufacture various ordnance and ammunition items, federal law and the contractual agreement required that all purchases in excess of twenty-five thousand dollars (\$25,000) be conducted either through a sealed bid procurement process or negotiated procurement as established by federal law and regulations.

5. All manufacturers who presented sealed bids and received contracts to provide Martin Marietta with items necessary to manufacture ordnance and ammunition are subcontractors as defined by 41 U.S.C. § 52(8).

6. At all times relevant to this information, the purchases were made from subcontractors using the sealed bid process.

7. At all times relevant to this information, Carl Jennings Bryant was employed by Martin Marietta as Purchasing Agent at the Milan Army Ammunition Plant.

8. In his position as Purchasing Agent, the primary responsibility of Carl Jennings Bryant included the procurement of components of the munitions and armaments manufactured under the prime contract, including the hardware and the packing materials for these items.

9. Commercial Box and Lumber Company, Inc. is a subcontractor that received subcontracts to provide wood and shipping material so that Martin Marietta could fulfill contractual responsibilities under the prime contract.

B. THE CONSPIRACY

10. Beginning in or about 1989 and continuing up to and including 1993, the exact dates to the United States being unknown, in the Western District of Tennessee, and elsewhere, the defendant,

-----WARD L. TORRANS-----

did unlawfully, wilfully, and knowingly combine, conspire, and agree with Carl Jennings Bryant, the Purchasing Agent for MMOS at the Milan Arsenal, and with others both known and unknown to the United States Attorney:

To devise a scheme to defraud and obtain money and property from the United States by means of false and fraudulent pretenses, representations, and promises.

C. FORM AND SUBSTANCE OF THE CONSPIRACY

11. The object of the conspiracy and agreement was for the defendant **Ward L. TORRANS**, Carl Jennings Bryant, and other employees of Martin Marietta to act in concert to achieve a common goal, that is to profit financially by paying and receiving kickbacks and to otherwise obtain and reward favorable and special treatment to Commercial Box and Lumber Company, Inc. in the award and compliance of contracts.

12. It was further part of the conspiracy that the cost of the kickbacks was indirectly included in the subcontract price billed to Martin Marietta and eventually billed to the United States Army by Martin Marietta.

13. It was further part of the conspiracy that Martin Marietta would profit financially from the conspiracy since all relevant contracts were billed on a cost-plus agreement. Thus, including the amount of the kickback in the cost of the subcontract increased profit to Martin Marietta.

OVERT ACTS

a. In or about February 1990, **Ward L. TORRANS** gave Carl Jennings Bryant a cash kickback.

b. On or about February 16, 1992, **Ward L. TORRANS** gave Carl Jennings Bryant a cash kickback.

c. On or about February 27, 1992, **Ward L. TORRANS** caused Martin Marietta to send via United States Mail from Milan, Tennessee to Texarkana, Texas, check #52466 payable to Commercial Box and Lumber Company, Inc. for Sixteen Thousand Two Hundred Twenty-One Dollars and Seventy-Five Cents (\$16,221.75).

d. On or about April 3, 1992, **Ward L. TORRANS** paid Carl Jennings Bryant a cash kickback.

e. On or about May 28, 1992, **Ward L. TORRANS** caused Martin Marietta to send via United States Mail from Milan, Tennessee to Texarkana, Texas, check #54317 for Three Thousand Eight Hundred Ninety-Eight Dollars and Twenty-Five Cents (\$3,898.25) payable to Commercial Box and Lumber Company, Inc.

f. On or about July 16, 1992, **Ward L. TORRANS** caused Martin Marietta to send via United States Mail from Milan, Tennessee to Texarkana, Texas, check #55211 for Ten Thousand Nine

Hundred Forty-Eight Dollars (\$10,948.00) payable to Commercial Box and Lumber Company, Inc.

All in violation of Title 18, United States Code, Section 371.

[nmt 5 yrs. or \$250,000.00, or both plus nmt 3 yrs supervised release, together with a mandatory special assessment of \$100, see 18 U.S.C. § 3013(a)]

COUNT 2

1. All of the allegations contained in Count 1 of this Information are realleged as if set forth herein.

2. Beginning sometime prior to February 1990, the exact date being unknown, and continuing up to and including 1993 in the Western District of Tennessee, the Western District of Arkansas, and elsewhere, the defendant

-----**WARD L. TORRANS**-----

aided and abetted, counseled, and induced by Carl Jennings Bryant and others both known and unknown knowingly, wilfully, and unlawfully devised and intended to devise a scheme and artifice to defraud the United States Army of money and the honest and faithful services of Martin Marietta and its employees.

3. The scheme and artifice so devised by **Ward L. TORRANS**, Carl Jennings Bryant, and others known and unknown to the United States was in substance as follows:

a. It was a part of the scheme and artifice to defraud that Carl Jennings Bryant and other employees of Martin Marietta would use their positions to assure that Commercial Box and Lumber Company, Inc. would receive subcontracts to make boxes and

other items for items being manufactured by Martin Marietta for the United States Army.

b. It was further a part of the scheme and artifice to defraud that pursuant to a prior agreement, **WARD L. TORRANS** would pay kickbacks to Carl Jennings Bryant and other Martin Marietta employees in the form of cash, property, and other things of value.

c. By virtue of the scheme and artifice to defraud, Commercial Box and Lumber Company, Inc., **Ward L. TORRANS**, Carl Jennings Bryant and other Martin Marietta employees would profit financially by depriving the United States of the honest and faithful services of Carl Jennings Bryant and other Martin Marietta employees.

4. On or about February 27, 1992, in the Western District of Tennessee, the defendant

-----**WARD L. TORRANS**-----

aided and abetted by Carl Jennings Bryant and other Martin Marietta employees both known and unknown for the purpose of executing the aforesaid scheme and artifice to defraud and attempting to do so, did knowingly and wilfully cause to be placed in an authorized depository for mail matter a letter addressed to Commercial Box and Lumber Company, Inc., West 26th Street and Taylor, P. O. Box 5698, Texarkana, Texas 75505 containing a check payable to Commercial Box and Lumber Company, Inc. for Sixteen Thousand Two Hundred Twenty-One Dollars and Seventy-Five Cents (\$16,221.75) to be sent and delivered by the

United States Postal Service; in violation of Title 18, United States Code, Section 1341 and Section 2.

[nmt 5 yrs. or \$250,000.00, or both plus nmt 3 yrs supervised release, together with a mandatory special assessment of \$100, see 18 U.S.C. § 3013(a)]

DATE: February 18, 1997

/s/_____
JOEL I. KLEIN
Acting Assistant Attorney General

/s/_____
GARY R. SPRATLING
Deputy Assistant Attorney General

/s/_____
JOHN T. ORR
Chief, Atlanta Field Office

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/s/_____
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