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SEALED
BY ORDER OF THE COURT

at 12 o'clock and 38 min P a
Lucy H. Carrillo, Clerk

Defendants.

The Grand Jury charges:

INDICTMENT

At times relevant to this Indictment:

Introduction

1. The charges in this Indictment arise from schemes in which BRIAN KENT and LEONARD PICK, the defendants, and COCONSPIRATOR 1, a U.S. Army official known to the grand jury but not indicted herein, enriched themselves at the expense of the Army. Specifically, KENT and PICK bribed COCONSPIRATOR 1 with intent to influence him in his official capacity as an Army official. KENT and PICK falsely and fraudulently inflated a contract to include and conceal the cost of the bribes intended for COCONSPIRATOR 1 that the Army would unknowingly pay for. KENT also falsely and fraudulently inflated a contract to include and conceal the costs associated with a different Army contract so that he could further enrich himself with money he was not entitled to receive.

Background

2. The United States Army Pacific Command (“USARPAC”) was a component of the Army, headquartered at Fort Shafter, Honolulu, Hawaii. The Army was a component of the United States Department of Defense.

3. USARPAC awarded contracts to various prime contractors for intelligence, surveillance, reconnaissance, and technology services in Hawaii. The prime contractors that received USARPAC contracts could, with approval from USARPAC, subcontract work to subcontractors for specific tasks and goals.

4. One of the projects funded by USARPAC was the Hawaii-Pacific Innovation Campus, located on Nimitz Highway, in Honolulu, Hawaii. USARPAC was responsible for establishing project requirements and monitoring contract performance for the contracts related to the Hawaii-Pacific Innovation Campus. The Department of Defense spent at least \$100 million to establish the Hawaii-Pacific Innovation Campus.

5. As relevant here, the Hawaii-Pacific Innovation Campus project included the construction and operation of the Pacific Innovation Center (the “Innovation Lab”). The Innovation Lab was intended to be a centralized location where defense industry vendors could showcase and test new technologies for potential adoption and procurement by the Department of Defense. Though the Innovation Lab was intended to be self-funding once established and fully operational, USARPAC provided Army funds through contracts with contractors and subcontractors for its construction, establishment, and initial operations.

Individuals, Companies, and Other Entities

6. COCONSPIRATOR 1 was a civilian Intelligence, Surveillance, and Reconnaissance Strategic Capabilities Officer employed by USARPAC from as early as 2016 until 2022. From no later than September 2020 until July 2021, COCONSPIRATOR 1 was authorized to act as the government's primary representative on the USARPAC contracts related to the Innovation Lab. Specifically, his responsibilities included defining project requirements, monitoring work performed by prime contractors and subcontractors, signing off on contract deliverables, and approving purchase and travel requests, among other things.

7. Defendant LEONARD PICK ("PICK"), from at least as early as October 2020 until about October 2022, was Chief Strategy Officer of Company 1, an Indiana-based entity that provided technology assessment and other services to the Department of Defense as a subcontractor on USARPAC contracts related to the Innovation Lab.

8. Defendant BRIAN KENT ("KENT") was an employee of Company 1 beginning at least as early as March 2021 until about October 2021. KENT eventually assumed the title of Executive Vice President at Company 1. KENT was also the founder and former President of K3 Enterprises, Inc., a North Carolina government contracting and consulting firm that he owned with his wife.

9. Company 2 was a California-based defense consulting firm. KENT served as an advisor and consultant to Company 2.

10. Company 3 was a Maryland-based non-profit involved in technology and defense work, both in the private sector and with state and federal agencies.

11. Prime Contractor 1 was a defense contracting firm that received USARPAC contracts related to the Innovation Lab.

COUNT 1
Conspiracy
(18 U.S.C. § 371)

The Conspiracy and its Objects

12. From as early as January 2021, and continuing thereafter until at least on or about October 2022, in the District of Hawaii and elsewhere, BRIAN KENT and LEONARD PICK, the defendants, knowingly and intentionally conspired with each other, and with others known and unknown to the grand jury, including COCONSPIRATOR 1, not indicted herein, to commit the following offenses against the United States:

- a. bribery of a public official, in violation of 18 U.S.C. § 201; and
- b. major fraud, in violation of 18 U.S.C. § 1031.

Purpose of the Conspiracy

13. It was the purpose of the conspiracy for KENT and PICK to bribe COCONSPIRATOR 1, and for KENT and PICK to fund and conceal the bribe

payments by making materially false and fraudulent statements about the costs related to a subcontract awarded to Company 1.

Manner and Means of the Conspiracy

14. It was part of the conspiracy that:
 - a. KENT and PICK arranged for Company 1 to pay COCONSPIRATOR 1 approximately \$1,250,000 over five years with intent to influence COCONSPIRATOR 1 to award Company 1 subcontracts and other business related to the Innovation Lab;
 - b. COCONSPIRATOR 1 agreed to accept the payments with intent to be influenced and in return took actions in his official capacity to benefit KENT, PICK, and Company 1, including directing prime contractors to award subcontracts to Company 1 and providing Company 1, KENT, and PICK with significant authority over the Innovation Lab project;
 - c. KENT and PICK caused Company 1 to include the costs associated with the payments to COCONSPIRATOR 1 in a proposal for a subcontract, identified as Subcontract 21SP03S, with Prime Contractor 1 and concealed COCONSPIRATOR 1's name and falsely and fraudulently identified the payments as a legitimate salary to be paid under Subcontract 21SP03S;

- d. KENT and PICK caused Prime Contractor 1 to submit the false and fraudulent proposal for Subcontract 21SP03S to USARPAC for approval;
- e. COCONSPIRATOR 1, acting in his official capacity, caused USARPAC to approve the false and fraudulent proposal for Subcontract 21SP03S, and Company 1 was paid at least \$3,000,000 under Subcontract 21SP03S; and
- f. KENT and PICK ultimately caused Company 1 to pay COCONSPIRATOR 1 approximately \$55,000 of the proposed \$1,250,000.

Overt Acts

- 15. In furtherance of the conspiracy, and to accomplish its objects, in the District of Hawaii and elsewhere:
 - a. On or about February 6, 2021, PICK, KENT, and COCONSPIRATOR 1 met virtually to discuss the budget for one of the USARPAC contracts related to the Innovation Lab.
 - b. On or about February 7, 2021, KENT sent an email to COCONSPIRATOR 1's personal email address attaching a budget spreadsheet entitled "Plan Ahead v2," in which an annual salary of \$250,000 for five years was earmarked for COCONSPIRATOR 1.

- c. On or about March 1, 2021, PICK, KENT, and COCONSPIRATOR 1 spoke on the phone to discuss securing future payments for COCONSPIRATOR 1.
- d. On or about March 11, 2021, KENT sent an email to COCONSPIRATOR 1's personal email address with the subject line "As discussed," attaching another spreadsheet showing future wages earmarked for COCONSPIRATOR 1.
- e. On or about March 18, 2021, KENT and PICK submitted Company 1's proposal for Subcontract 21SP03S to Prime Contractor 1, incorporating the future wages previously earmarked for COCONSPIRATOR 1 but identifying the intended individual only as "TBD."
- f. On or about March 21, 2021, COCONSPIRATOR 1, on behalf of USARPAC, digitally signed a Technical Direction Letter for the Innovation Lab, which incorporated Company 1's proposal and the future salary intended to benefit COCONSPIRATOR 1.
- g. On or about March 23, 2021, PICK spoke with employees of Company 3 and requested that they hire COCONSPIRATOR 1, with funding for the salary provided by Company 1.

h. On or about March 26, 2021, PICK instructed an employee of Company 1 to pay invoices received from Company 3 for COCONSPIRATOR 1's wages.

i. On or about April 14, 2021, PICK sent KENT and COCONSPIRATOR 1 numerous documents regarding COCONSPIRATOR 1's future salary, including an email in which employees of Company 1 and Company 3 discussed the fact that Company 3 would be invoicing Company 1 for COCONSPIRATOR 1's wages.

j. On or about April 16, 2021, COCONSPIRATOR 1 caused an Army official to sign a "Memorandum of Understanding" between USARPAC and Company 1, which had been drafted by PICK and COCONSPIRATOR 1 and ceded significant control over the development and operation of the Innovation Lab to Company 1.

k. Starting on or about April 16, 2021, and continuing until September 16, 2021, COCONSPIRATOR 1 received biweekly paychecks directly deposited into his personal bank account, located in Honolulu, Hawaii, from Company 3, the funding for which was provided by Company 1.

1. On or about April 20, 2021, Company 1 and Prime Contractor 1 executed a task order for Subcontract 21SP03S, with a ceiling value of over \$7 million.

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

COUNT 2
Bribery of a Public Official
(18 U.S.C. § 201(b)(1))

16. Paragraphs 2 through 15 of this Indictment are realleged and incorporated herein.

17. Beginning at least as early as January 2021, and continuing until at least October 2022, in the District of Hawaii and elsewhere, LEONARD PICK and BRIAN KENT, the defendants, directly and indirectly, and corruptly, did give, offer, and promise anything of value to a public official with the intent to influence such public official in an official act and to influence a public official to commit and aid in committing and to collude in, and allow, and to make opportunity for the commission of a fraud on the United States; that is, PICK and KENT gave, offered, and promised COCONSPIRATOR 1 monetary benefits, to influence COCONSPIRATOR 1, a Department of Defense employee with authority over the USARPAC contracts related to the Innovation Lab, in the performance of an official act related to the USARPAC contracts involving the Innovation Lab and to influence COCONSPIRATOR 1 to commit and aid in committing and to collude

in, and allow, and to make opportunity for the commission of and allow a fraud on the United States.

All in violation of Title 18, United States Code, Section 201(b)(1).

COUNT 3
Major Fraud
(18 U.S.C. § 1031)

18. Paragraphs 2 through 15 of this Indictment are realleged and incorporated herein.

19. Beginning as early as January 2021 and continuing until on or about October 2022, in the District of Hawaii and elsewhere, BRIAN KENT and LEONARD PICK, the defendants, and COCONSPIRATOR 1, who is known to the grand jury but not indicted herein, knowingly executed and attempted to execute a scheme and artifice with the intent to defraud the United States and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that such pretenses, representations, and promises were false and fraudulent when made, in a procurement of property and services as a subcontractor on a contract, the value of which was at least \$1,000,000, and in which there was a prime contract with the United States; that is, KENT and PICK caused Company 1 to fraudulently include the costs associated with the payments to COCONSPIRATOR 1 in Subcontract 21SP03S, causing Prime Contractor 1 to submit the false and fraudulent proposal to USARPAC for

approval, COCONSPIRATOR 1 knowingly approved the fraudulent proposal, and as a result, USARPAC paid Company 1 at least \$3,000,000 under Subcontract 21SP03S as a result.

All in violation of Title 18, United States Code, Section 1031.

COUNT 4
Wire Fraud
(18 U.S.C. § 1343)

20. Paragraphs 2 through 15 of this Indictment are realleged and incorporated herein.

21. Beginning as early as January 2021 and continuing until on or about October 2022, in the District of Hawaii and elsewhere, BRIAN KENT and LEONARD PICK, the defendants, knowingly devised, intended to devise, and participated in a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and transmitted and caused to be transmitted by means of interstate wire, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice; that is, KENT and PICK caused COCONSPIRATOR 1 to receive biweekly from Company 3 paychecks directly deposited into his personal bank account, located in Honolulu, Hawaii, the funding for which was provided by Company 1 as a result of a fraudulently obtained subcontract.

22. The defendants did knowingly and with the intent to defraud caused the following wire communication to be transmitted in interstate and foreign commerce, the following signals and sounds for the purpose of executing such scheme and artifice, and attempting to do so:

Approximate Date	Description
September 16, 2021	\$2,706.48 biweekly direct deposit payment from Company 3 to COCONSPIRATOR 1, arranged by KENT and PICK and paid for by Company 1 using money from USARPAC contracts related to the Innovation Lab.

All in violation of Title 18, United States Code, Section 1343.

COUNT 5
Major Fraud
(18 U.S.C. § 1031)

23. Paragraphs 2 through 11 of this Indictment are realleged and incorporated herein.

24. On or about March 12, 2020, the Department of Defense, and the United States, in a procurement of services, awarded a prime contract to Prime Contractor 1, under which a subcontract (“Subcontract 20SP23S”) was awarded to Company 2 on or about December 2, 2020, the value of which was at least

\$1,000,000, to build a Temporary Secure Compartmented Information Facility (“TSCIF”) in Honolulu, Hawaii.

25. Beginning as early as September 29, 2020, and continuing up to at least October 31, 2022, in connection with the foregoing procurement, BRIAN KENT, the defendant, knowingly executed and attempted to execute a scheme and artifice with the intent to defraud the United States and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that such pretenses, representations, and promises were false and fraudulent when made, in a procurement of property and services as a subcontractor on a contract, the value of which was at least \$1,000,000, and in which there was a prime contract with the United States; that is, KENT knowingly caused Company 2 to falsely and fraudulently state that the funds provided under Subcontract 20SP23S would be used to build the TSCIF when, in fact, KENT intended to, and did, use a portion of the funds to enrich himself by causing Company 2 to send approximately \$680,000 to his personal consulting business, K3 Enterprises.

26. It was part of the scheme and artifice to defraud and to obtain money and property that the defendant KENT would, did, and caused the following:

- a. KENT caused Company 2 to submit a proposal for Subcontract 20SP23S to Prime Contractor 1, falsely claiming that Company 2

required approximately \$5,200,000 to perform the work required under the subcontract;

b. KENT caused Company 2 to misrepresent that approximately \$5,200,000 was the cost to perform the work required on the contract, while knowing that the proposed cost was inflated because it also included funds solely intended to enrich KENT and K3 Enterprises;

c. Based on KENT and Company 2's false and fraudulent representations, Prime Contractor 1 and USARPAC approved Company 2's proposal for Subcontract 20SP23S; and

d. KENT and Company 2 did not intend to, and did not in fact, use a portion of the funds to complete the work required under Subcontract 2, but rather provided approximately \$680,000 to KENT through K3 Enterprises.

All in violation of Title 18, United States Code, Section 1031.

FOREFEITURE ALLEGATION

27. The allegations contained in this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

28. Upon conviction of the offenses in violation of Title 18, United States Code, Sections 371, 201, and 1343 set forth in Counts 1, 2, and 4 of this Indictment, LEONARD PICK and BRIAN KENT, the defendants, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses. The property to be forfeited includes, but is not limited to, the following: a sum of money, representing all property which constitutes or is derived from proceeds traceable to the commission of the offenses.

29. If any of the property described above, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property

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pursuant to Title 21, United States Code, Section 853(p), as incorporated by
Title 28, United States Code, Section 2461(c).

DATED: May 14, 2026, at Honolulu, Hawaii.

A TRUE BILL

/s/ Foreperson
FOREPERSON, GRAND JURY



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 / FOR

REBECCA A. PERLMUTTER
Assistant United States Attorney
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United States v. Brian Kent, et al.

Indictment

Case No. **C'R 26-00047** DKW