

TC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)
)
 v.)
)
 PRONTO STAFFING, INC.,)
 WILLIAM J. BRANDT, and)
 ESPERANZA A. BRANDT.)
)
 Defendants.)
 _____)

Criminal No.:
Filed: **09 CR 278**
Violations: 18 U.S.C. §§ 371,
1343 & 1346. **JUDGE SHADUR**
MAGISTRATE JUDGE MASON

INFORMATION

FILED

The United States of America charges:

MAR 23 2009 TC
MAR 23, 2009
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

I.

DESCRIPTION OF THE OFFENSES

Count One: Conspiracy to Commit an Offense Against the United States

1. PRONTO STAFFING, INC ("PRONTO"), WILLIAM J. BRANDT, and ESPERANZA A. BRANDT ("Defendants") are hereby made defendants on the charge stated below.
2. Beginning in or about May 2000 and continuing until at least April 2007, in the Northern District of Illinois, Eastern Division, and elsewhere, Defendants PRONTO, WILLIAM J. BRANDT, and ESPERANZA A. BRANDT, and other unnamed co-conspirators entered into and engaged in a conspiracy to commit an offense against the United States. Namely, Defendants agreed with Individuals A and B of Company A to provide temporary pharmacists at WILLIAM J. BRANDT's place of employment. To hide this conflict of interest, WILLIAM J. BRANDT and ESPERANZA A. BRANDT incorporated PRONTO, and ESPERANZA A.

BRANDT became its sole owner, and nominal president. Defendant WILLIAM J. BRANDT then used his influence as the Associate Director of the Hines VA Consolidated Mail Outpatient Pharmacy ("Hines CMOP") to steer purchase orders for temporary pharmacists to Company A. Company A subcontracted this work to PRONTO. Individuals A and B of Company A then encouraged Defendants WILLIAM J. BRANDT and ESPERANZA A. BRANDT to apply for Small Business Administration ("SBA") Disadvantaged Business and 8(a) Program status for which Company A was not qualified. Once PRONTO obtained this status, other individuals within Company A masqueraded as PRONTO employees and bid on lucrative small business set-aside contracts at Department of Defense and VA facilities. The profits from the Hines CMOP business and the SBA set-aside contracts were allocated between Defendants and Company A. In carrying out this scheme, Defendants transmitted and caused others to transmit by means of wire communications in interstate commerce, writings, signs, signals, and sounds in violation of Title 18, United States Code, Section 1343.

OBJECTS OF THE CONSPIRACY

3. The objects of the charged conspiracy included: (a) to knowingly and unlawfully enable PRONTO, a company largely controlled by WILLIAM J. BRANDT, to provide temporary staffing personnel – namely pharmacists – on a recurring basis to the Hines VA CMOP during the relevant period; (b) to knowingly and unlawfully permit Company A to use PRONTO's SBA status as a means to obtaining set-aside contracts that were performed by Company A, instead of PRONTO, at military and VA facilities throughout the United States during the relevant period; (c) to obtain money from the purchase orders at Hines, as well as the SBA set-aside contracts throughout the United States; and (d) to divide the profits from these purchase orders and SBA

set-aside contracts between Defendants and Company A.

MEANS AND METHODS OF THE CONSPIRACY

4. For the purpose of forming and carrying out the charged combination and conspiracy, Defendant and co-conspirators did those things that they conspired and agreed to do, including, among other things:

(a) to use Defendant WILLIAM J. BRANDT's influence as the Assistant Director of the Hines CMOP to steer purchase orders for temporary staffing services at the Hines CMOP to Company A, and to subsequently recommend billing rate increases for those services;

(b) to subcontract the work on the Hines purchase orders awarded to Company A to Pronto, a company largely managed and controlled by Defendant WILLIAM J. BRANDT;

(c) to use Defendant ESPERANZA A. BRANDT's status as a woman, a minority, and the nominal president of Defendant PRONTO to obtain Small Disadvantaged Business and 8(a) Program status from the SBA on behalf of PRONTO; and

(d) to use PRONTO's SBA status as a cover for Company A which allowed it to masquerade as PRONTO and to bid on and perform lucrative set-aside contracts at Department of Defense and VA facilities throughout the United States for which Company A was not qualified to bid on or perform because it was not a woman-owned, or minority-owned, or a small disadvantaged business.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

5. In furtherance of the conspiracy and to effect its objects, the following overt acts, among others, were committed in the Northern District of Illinois, Eastern Division:

(a) From on or about June 9, 2000, through on or about October, 2006, for each

purchase order listed below, Defendant WILLIAM J. BRANDT caused the Hines CMOP Financial Manager to transmit a Form 2237 through the VA's electronic VISTA system from Hines, Illinois, to a VA Contracting Officer in Milwaukee, Wisconsin, for "temporary pharmacist services for emergency workloads," at the specified rates and total costs; for each purchase after October 2006, Defendant WILLIAM J. BRANDT caused a Hines CMOP purchasing agent to place a GSA e-Buy request for pharmacist services with Company A through the GSA's Advantage system:

PO #	Date Requested	Date awarded	Term of PO	Total Hours or dollars billed per month	Hourly Rate	Total paid by VA
C00007	5/22/00	6/9/2000	6/9/00 - 9/30/00	1200	\$45.00	\$60,213
C10003	10/5/00	10/6/00	10/1/00 - 10/16/00	400	\$46.30	\$271,552
C20004	10/18/01	10/19/01	10/01/01 - 9/30/02	6,656	\$46.30	\$447,540
C30003	7/31/02	10/7/02	10/1/02 - 9/30/03	8,320	\$52.05	\$594,249
C40008	7/11/03	10/1/03	10/1/03 - 9/30/04	\$65,000 per month	N/A	\$1,292,228
C50004	8/30/04	10/21/04	10/1/04 - 9/30/05	\$120,000 per month	N/A	\$2,047,360

C60005	7/13/05	10/3/05	10/1/05 - 9/30/06	\$329,000 per month	N/A	\$2,598,323
C760XX	various	various	10/1/06 - 9/30/07	\$250,000 per month	N/A	\$3,228,520

(b) In or about September 2002, Defendants WILLIAM J. BRANDT and ESPERANZA A. BRANDT caused a revised 8(a) Program application for Defendant PRONTO to be sent to the SBA. Among other misrepresentations, Defendant ESPERANZA A. BRANDT held herself out as the sole manager who exercised unconditional control over PRONTO's business and Defendant WILLIAM J. BRANDT represented that he had no part in managing PRONTO's business when, as they both then well knew, such statements were false.

(c) On or about April 7, 2004, Defendant WILLIAM J. BRANDT directed the CMOP Financial Manager to e-mail a VA Contracting Officer at the GLAC and ask whether three "pharmacist specialist" positions could be added onto Purchase Order C40008. The Financial Manger promised to provide the Contracting Officer with a corresponding Statement of Work ("SOW") explaining the need for the three new positions.

(d) On or about April 21, 2004, Defendant WILLIAM J. BRANDT, intending that his SOW would obtain a second, higher pay rate for "pharmacist specialists" at the Hines CMOP, sent the new SOW to the Hines CMOP Financial Manager who, acting upon Defendant WILLIAM J. BRANDT's direction, in turn electronically transmitted the false SOW from Hines, Illinois, to a VA Contracting Officer in Milwaukee, Wisconsin. As Defendant WILLIAM J. BRANDT then fully knew, the new "pharmacist specialist" position did not involve new duties or responsibilities. Defendant WILLIAM J. BRANDT crafted the SOW in order to obtain higher

hourly rates for certain pharmacists employed by Defendant PRONTO who were working at the Hines CMOP.

(e) On or about December 12, 2006, Defendants ESPERANZA A. BRANDT and WILLIAM J. BRANDT met with an Operations Analyst from the General Services Administration at PRONTO's office in Evergreen Park, Illinois. At this meeting, Defendant ESPERANZA A. BRANDT held herself out as the president and day-to-day manager of Defendant PRONTO, which as she then well knew was false because the contracts that the GSA Operations Analyst reviewed at the meeting were almost entirely managed and controlled by Company A without her input or supervision.

6. Whenever in this Count reference is made to any act, deed, or transaction of any corporation, such allegation shall be deemed to mean that the corporation engaged in such act, deed, or transaction by or through its officers, directors, agents, employees, or representatives while they were actively engaged in the management, direction, control, or transaction of its business or affairs.

7. Various business entities and individuals, not made defendants in this Information, participated as co-conspirators in the offense in Count One, and performed acts and made statements in furtherance thereof.

JURISDICTION AND VENUE

8. The combination and conspiracy charged in this Information was carried out, in part, within the Northern District of Illinois, Eastern Division, and elsewhere, within five years preceding the date of this Information.

ALL IN VIOLATION OF TITLE 18, UNITED STATES CODE, SECTION 371.

Count Two: Wire Fraud

9. Paragraphs 2, 4, and 5 of Count One are re-alleged and hereby incorporated as if fully set forth.

10. WILLIAM J. BRANDT ("Defendant") is hereby made defendant on the charge stated below.

11. Beginning on or about May 2000 and continuing through at least April 2007, in Hines, Illinois, and elsewhere in the Northern District of Illinois, Defendant WILLIAM J. BRANDT, together with other unnamed co-conspirators, both known and unknown to the Grand Jury, devised and intended to devise a scheme and artifice to defraud the United States Department of Veterans Affairs of money, property, and its intangible right to his honest services through materially false representations and promises, and the concealment of material facts, and for the purpose of executing such scheme in the Northern District of Illinois, Eastern Division, and elsewhere, transmitted and caused to be transmitted by means of wire communications in interstate commerce, writings, signs, signals, and sounds in violation of Title 18, United States Code, Sections 1343, and 1346.

12. On or about August 5, 2004, at Hines, Illinois, in the Northern District of Illinois, Eastern Division, and elsewhere,

WILLIAM J. BRANDT,

Defendant herein, for the purpose of executing the above-described scheme and attempting to do so, caused to be transmitted by means of a wire communication in interstate commerce certain writings, signs, and signals, namely an e-mail from the Hines CMOP's Financial Manager which contained a falsified Statement of Work relating to the new "pharmacist specialist" position, sent

from Hines, Illinois, through the Department of Veteran Affairs computer servers in Washington, D.C., to a VA Contracting Officer in Milwaukee, Wisconsin.

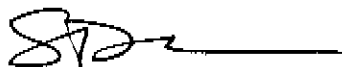
ALL IN VIOLATION OF TITLE 18, UNITED STATES CODE, SECTIONS

1343 & 1346.

JURISDICTION AND VENUE

13. The offense charged in Count Two of this Information was carried out, in part, within the Northern District of Illinois, Eastern Division, and elsewhere, within five years preceding the date of this Information.

Dated: _____



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