

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA )  
 )  
 v. ) CRIMINAL NO. 1:09-CR-392  
 )  
 BRYAN LEE BURROWS, )  
 )  
 Defendant. )

**PLEA AGREEMENT**

The United States of America, by undersigned counsel, the defendant, BRYAN LEE BURROWS, and the defendant's counsel have entered into an agreement pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The terms of the agreement are as follows:

**1. Offense and Maximum Penalties**

The defendant agrees to waive indictment and plead guilty to a single count criminal information charging the defendant with a conspiracy to commit offenses against the United States of America, to wit, to violate Title 41, United States Code, Section 53, in violation of Title 18, United States Code, Section 371. The maximum penalties for this offense are: a maximum term of five (5) years of imprisonment, a fine of \$250,000 or not more than the greater of twice the gross gain or twice the gross loss, full restitution, a special assessment, and 3 years of supervised release. The defendant understands that this supervised release term is in addition to any prison term the defendant may receive, and that a violation of a term of supervised release could result in the defendant being returned to prison for the full term of supervised release, but no more than two years.

**2. Detention Pending Sentencing**

The United States agrees to not oppose the release of the defendant pending sentencing pursuant to Title 18, United States Code, Sections 3143(a) and 3142(b) and (c).

**3. Factual Basis for the Plea**

The defendant will plead guilty because the defendant is in fact guilty of the charged offense. The defendant admits the facts set forth in the statement of facts filed with this plea agreement and agrees that those facts establish guilt of the offense charged beyond a reasonable doubt. The statement of facts, which is hereby incorporated into this plea agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(a) of the Sentencing Guidelines.

**4. Assistance and Advice of Counsel**

The defendant is satisfied that the defendant's attorney has rendered effective assistance. The defendant understands that by entering into this agreement, defendant surrenders certain rights as provided in this agreement. The defendant understands that the rights of criminal defendants include the following:

- a. the right to plead not guilty and to persist in that plea;
- b. the right to a jury trial;
- c. the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings; and
- d. the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

## 5. Role of the Court and the Probation Office

The defendant understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum described above but that the Court will determine the defendant's actual sentence in accordance with Title 18, United States Code, Section 3553(a). The defendant understands that the Court has not yet determined a sentence and that any estimate of the advisory sentencing range under the U.S. Sentencing Commission's Sentencing Guidelines Manual the defendant may have received from the defendant's counsel, the United States, or the Probation Office, is a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court. Additionally, pursuant to the Supreme Court's decision in *United States v. Booker*, 543 U.S. 220, 125 S. Ct. 738 (2005), the Court, after considering the factors set forth in Title 18, United States Code, Section 3553(a), may impose a sentence above or below the advisory sentencing range, subject only to review by higher courts for reasonableness. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw a guilty plea based upon the actual sentence. In accordance with Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the United States and the defendant will recommend to the Court that the Sentencing Guidelines provisions applicable to the charged offense are U.S.S.G. §§ 2X1.1 and 2B4.1. Defendant understands that there is no agreement as to the applicability of the specific offense characteristics in U.S.S.G. §§ 2X1.1(b) and 2B4.1(b), and the United States and the defendant are free to argue or oppose the applicability of any specific offense characteristic. The United States and the defendant further agree that the defendant has assisted the government in the investigation and prosecution of the defendant's own misconduct by timely notifying authorities of the defendant's intention to enter a plea of guilty, thereby permitting the government to avoid

preparing for trial and permitting the government and the Court to allocate their resources efficiently. If the defendant qualifies for a two-level decrease in offense level pursuant to U.S.S.G. § 3E1.1(a) and the offense level prior to the operation of that section is a level 16 or greater, the government agrees to file, pursuant to U.S.S.G. § 3E1.1(b), a motion prior to, or at the time of, sentencing for an additional one-level decrease in the defendant's offense level.

**6. Waiver of Appeal, FOIA and Privacy Act Rights**

The defendant also understands that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Nonetheless, the defendant knowingly waives the right to appeal the conviction and any sentence within the statutory maximum described above (or the manner in which that sentence was determined) on the grounds set forth in Title 18, United States Code, Section 3742 or on any ground whatsoever, in exchange for the concessions made by the United States in this plea agreement. This agreement does not affect the rights or obligations of the United States as set forth in Title 18, United States Code, Section 3742(b). The defendant also hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including, without limitation, any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act, Title 5, United States Code, Section 552a.

**7. Special Assessment**

Before sentencing in this case, the defendant agrees to pay a mandatory special assessment of one hundred dollars (\$100.00) per count of conviction.

## **8. Payment of Monetary Penalties**

The defendant understands and agrees that, pursuant to Title 18, United States Code, Section 3613, whatever monetary penalties are imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States as provided for in Section 3613. Furthermore, the defendant agrees to provide all of his financial information to the United States and the Probation Office and, if requested, to participate in a pre-sentencing debtor's examination. If the Court imposes a schedule of payments, the defendant understands that the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. If the defendant is incarcerated, the defendant agrees to participate in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments.

## **9. Immunity from Further Prosecution**

The United States will not further criminally prosecute the defendant in the Eastern District of Virginia for the specific conduct described in the information or statement of facts. Furthermore, The Antitrust Division and the Criminal Division of the United States Department of Justice will not further prosecute the defendant in any jurisdiction for the specific conduct in the information or statement of facts. The non-prosecution terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or security laws, or to any crime of violence.

## **10. Defendant's Cooperation**

The defendant agrees to cooperate fully and truthfully with the United States, and provide all information known to the defendant regarding any criminal activity as requested by the government. In that regard:

- a. The defendant agrees to testify truthfully and completely at any grand juries, trials or other proceedings.
- b. The defendant agrees to be reasonably available for debriefing and pre-trial conferences as the United States may require.
- c. The defendant agrees to provide all documents, records, writings, or materials of any kind in the defendant's possession or under the defendant's care, custody, or control relating directly or indirectly to all areas of inquiry and investigation.
- d. The defendant agrees that the Statement of Facts is limited to information to support the plea. The defendant will provide more detailed facts relating to this case during ensuing debriefings.
- e. The defendant is hereby on notice that the defendant may not violate any federal, state, or local criminal law while cooperating with the government, and that the government will, in its discretion, consider any such violation in evaluating whether to file a motion for a downward departure or reduction of sentence.
- f. Nothing in this agreement places any obligation on the government to seek the defendant's cooperation or assistance.

#### **11. Use of Information Provided by the Defendant Under This Agreement**

The United States will not use any truthful information provided pursuant to this agreement in any criminal prosecution against the defendant in the Eastern District of Virginia, except in any prosecution for a crime of violence or conspiracy to commit, or aiding and abetting, a crime of

violence (as defined in Title 18, United States Code, Section 16). Pursuant to U.S.S.G. Section 1B1.8, no truthful information that the defendant provides under this agreement will be used in determining the applicable guideline range, except as provided in Section 1B1.8(b). Nothing in this plea agreement, however, restricts the Court's or Probation Officer's access to information and records in the possession of the United States. Furthermore, nothing in this agreement prevents the government in any way from prosecuting the defendant should the defendant knowingly provide false, untruthful, or perjurious information or testimony, or from using information provided by the defendant in furtherance of any forfeiture action, whether criminal or civil, administrative or judicial. The United States will bring this plea agreement and the full extent of the defendant's cooperation to the attention of other prosecuting offices if requested.

#### **12. Defendant Must Provide Full, Complete, and Truthful Cooperation**

This plea agreement is not conditioned upon charges being brought against any other individual. This plea agreement is not conditioned upon any outcome in any pending investigation. This plea agreement is not conditioned upon any result in any future prosecution which may occur because of the defendant's cooperation. This plea agreement is not conditioned upon any result in any future grand jury presentation or trial involving charges resulting from this investigation. This plea agreement is conditioned upon the defendant providing full, complete and truthful cooperation.

#### **13. Motion for a Downward Departure**

The parties agree that the United States reserves the right to seek any departure from the applicable sentencing guidelines, pursuant to Section 5K1.1 of the Sentencing Guidelines and Policy Statements, or any reduction of sentence pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure, if, in its sole discretion, the United States determines that such a departure or reduction

of sentence is appropriate. To enable the Court to have the benefit of all relevant sentencing information, the United States may request, and the defendant will not oppose, that sentencing be postponed until his cooperation is complete.

#### **14. Breach of the Plea Agreement and Remedies**

This agreement is effective when signed by the defendant, the defendant's attorney, and an attorney for the United States. The defendant agrees to entry of this plea agreement at the date and time scheduled with the Court by the United States (in consultation with the defendant's attorney). If the defendant withdraws from this agreement, or commits or attempts to commit any additional federal, state or local crimes, or intentionally gives materially false, incomplete, or misleading testimony or information, or otherwise violates any provision of this agreement, then:

- a. The United States will be released from its obligations under this agreement, including any obligation to seek a downward departure or a reduction in sentence. The defendant, however, may not withdraw the guilty plea entered pursuant to this agreement;
- b. The defendant will be subject to prosecution for any federal criminal violation, including, but not limited to, perjury and obstruction of justice, that is not time-barred by the applicable statute of limitations on the date this agreement is signed. Notwithstanding the subsequent expiration of the statute of limitations, in any such prosecution, the defendant agrees to waive any statute-of-limitations defense; and
- c. Any prosecution, including the prosecution that is the subject of this agreement, may be premised upon any information provided, or statements



made, by the defendant, and all such information, statements, and leads derived therefrom may be used against the defendant. The defendant waives any right to claim that statements made before or after the date of this agreement, including the statement of facts accompanying this agreement or adopted by the defendant and any other statements made pursuant to this or any other agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), the Sentencing Guidelines or any other provision of the Constitution or federal law.

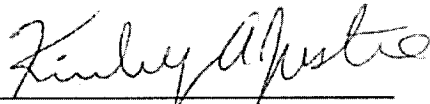
Any alleged breach of this agreement by either party shall be determined by the Court in an appropriate proceeding at which the defendant's disclosures and documentary evidence shall be admissible and at which the moving party shall be required to establish a breach of the plea agreement by a preponderance of the evidence. The proceeding established by this paragraph does not apply, however, to the decision of the United States whether to file a motion based on "substantial assistance" as that phrase is used in Rule 35(b) of the Federal Rules of Criminal Procedure and Section 5K1.1 of the Sentencing Guidelines and Policy Statements. The defendant agrees that the decision whether to file such a motion rests in the sole discretion of the United States.


**15. Nature of the Agreement and Modifications**

This written agreement constitutes the complete plea agreement between the United States, the defendant, and the defendant's counsel. The defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in writing in this plea agreement, to cause the defendant to plead guilty. Any modification of this plea agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

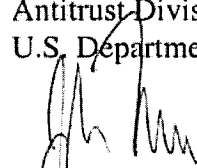
Respectfully submitted,

Dana J. Boente  
United States Attorney

By:   
\_\_\_\_\_  
Kimberly A. Justice  
Special Assistant United States  
Attorney  
United States Attorney's Office  
2100 Jamieson Avenue  
Alexandria, VA 22314  
703-299-3819  
Fax: 703-299-3981  
kimberly.justice@usdoj.gov

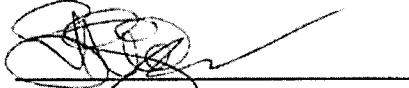
  
\_\_\_\_\_  
Timothy D. Belevetz  
Assistant United States Attorney  
2100 Jamieson Avenue  
Alexandria, VA 22314  
703-299-3819  
Fax: 703-299-3981  
timothy.d.belevetz@usdoj.gov

Robert E. Connolly  
Chief, Philadelphia Office  
Antitrust Division  
U.S. Department of Justice

By:   
\_\_\_\_\_  
Joseph Muoio  
Kimberly A. Justice  
Attorneys, Antitrust Division  
U.S. Department of Justice  
Philadelphia Office  
The Curtis Center, Suite 650 West  
170 S. Independence Mall West  
Philadelphia, PA 19106  
215-597-7401  
Fax: 215-597-8838  
joseph.muio@usdoj.gov

Steven A. Tyrrell  
Chief, Fraud Section  
Criminal Division  
U.S. Department of Justice


By:



Bradford L. Geyer  
Trial Attorney  
Fraud Section, Criminal Division  
U.S. Department of Justice  
1400 New York Avenue, NW  
Washington, DC 20005  
215-939-5890  
Fax: 215-597-8838  
bradford.geyer@usdoj.gov

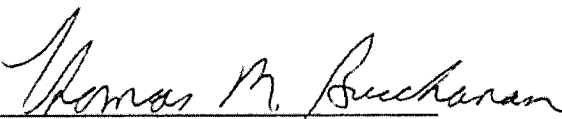
Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending criminal information. Further, I fully understand all rights with respect to Title 18, United States Code, Section 3553 and the provisions of the Sentencing Guidelines Manual that may apply in my case. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this agreement and voluntarily agree to it.

Date: \_\_\_\_\_

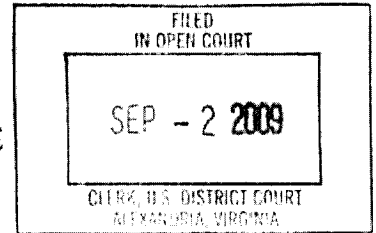
  
BRYAN LEE BURROWS  
Defendant

Defense Counsel Signature: I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the pending information. Further, I have reviewed Title 18, United States Code, Section 3553 and the Sentencing Guidelines Manual, and I have fully explained to the defendant the provisions that may apply in this case. I have carefully reviewed every part of this plea agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

Date: 9/1/09

  
Thomas M. Buchanan, Esquire  
Counsel for the Defendant  
Va. Bar Number 21530  
Winston & Strawn LLP  
1700 K Street, NW  
Washington, DC 20006  
202-282-5787  
Fax: 202-282-5100  
Email: Tbuchanan@winston.com

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA



Alexandria Division

UNITED STATES OF AMERICA            )  
  )  
                  v.                            ) CRIMINAL NO. 1:09-CR-392  
  )  
BRYAN LEE BURROWS,                 )  
  )  
                  Defendant.                )

**STATEMENT OF FACTS**

The parties stipulate that the allegations in Count One of the Information and the following facts are true and correct, and that had the matter gone to trial the United States would have proven them beyond a reasonable doubt.

1. BRYAN LEE BURROWS, (“BURROWS” or “defendant”) is a resident of Oklahoma and a United States citizen. From at least as early as February 2009 until at least as late as May 2009, BURROWS was located in Kabul, Afghanistan and was employed by Civilian Police International (“CPI”), a Virginia-based company that provides law enforcement training internationally.

2. The United States Agency for International Development (“USAID”) is an independent federal government agency that receives foreign policy guidance from the Secretary of State. USAID is the principal U.S. agency that extends assistance to countries recovering from disaster, trying to escape poverty, and engaging in democratic reforms. The agency works to support long-term and equitable economic growth and advance U.S. foreign policy objectives by supporting economic growth, agricultural development, global health, conflict prevention, and

developmental relief. Pursuant to its stated mission, USAID has country offices known as “Missions” in over 80 countries worldwide.

3. Louis Berger Group, Inc. (“LBG”) is an infrastructure engineering firm based in New Jersey that has multiple contracts with USAID.

4. Black & Veatch (“B&V”) is a global engineering, consulting and construction company based in Kansas. It also has received multiple USAID contracts. In August 2006, USAID’s \$1.4 billion Afghanistan Infrastructure Rehabilitation Project (“AIRP”), an indefinite quantity prime contract, was awarded to a joint venture between LBG/B&V (“JV”). This AIRP contract required the award of numerous subcontracts, including subcontracts for the provision of security services to protect AIRP workers.

5. On April 1, 2009, the JV issued a request for proposals (“RFP”) under the AIRP for a subcontract for Security Service, Eastern Region of Afghanistan (“Eastern Security Subcontract”). Responsive bids were required to be received by April 30, 2009.

6. From in or about February 2009 through in or about May 2009, within the Eastern District of Virginia and elsewhere, BURROWS knowingly and willingly conspired with others known and unknown to the United States Attorney to solicit kickbacks from private security vendors in return for favorable treatment for those potential bidders in connection with one or more subcontracts to provide private security services to protect USAID personnel and contractors in Afghanistan operating under the AIRP contract.

7. In or around February 2009, BURROWS and Coconspirator-1 met with Coconspirator-2. At the time, Coconspirator-2 was employed by B&V. In the meeting, Coconspirator-2 said that he was on the Technical Evaluation Committee (“TEC”) for the award of

the Eastern Security Subcontract and that he, along with a fellow TEC member, was willing to vote to steer the subcontract to whichever vendor paid them \$250,000 (USD), at a minimum. Coconspirator-2 sought BURROWS' assistance in locating security companies to solicit, and BURROWS agreed to assist.

8. During subsequent conversations BURROWS had with Coconspirator-1 and with Coconspirator-2, it was also discussed how Coconspirator-1 and BURROWS would each receive a share of the kickback.

9. BURROWS also had a conversation with Coconspirator-3, BURROWS' co-worker at CPI, to see if he knew of any security companies to solicit. Coconspirator-3 said that he knew of at least one company that may be interested, Vendor-1, but that Coconspirator-3, likewise, wanted to receive a share of the kickback.

10. Vendor-1 is headquartered within the Eastern District of Virginia.

11. During the next several weeks, BURROWS and Coconspirator-3 had a dialogue with Executive-1A and Executive-1B of Vendor-1 to discuss Vendor-1 paying them a percentage of the value of the Eastern Security Subcontract in exchange for Vendor-1 being awarded the subcontract. Although the conspirators initially wanted Vendor-1 to pay a figure around five percent of the award to steer the contract to Vendor-1, after negotiations with Executive-1A and Executive-1B, the percentage was reduced to 1.8 percent of the value of the Eastern Security Subcontract. They attempted to memorialize the arrangement in a "consulting agreement" between Vendor-1 and BURROWS (payment contingent upon Vendor-1's receipt of a contract).

12. In or around April 2009, Vendor-1 pulled out of the deal. It was around this time that BURROWS and Coconspirator-2 discussed finding another vendor that might be interested in paying

a fee to have the Eastern Security Subcontract steered to it. BURROWS decided to contact Vendor-2 which is headquartered within the Eastern District of Virginia.

13. In or around April 2009, BURROWS contacted Executive-2A of Vendor-2 and told him that BURROWS was associated with a person on the committee evaluating the Eastern Security Subcontract and that for a price, 1.5% of the value of the subcontract, BURROWS could make sure Vendor-2 was awarded the subcontract. Executive-2A declined BURROWS' solicitation.

14. In or around June 2009, USAID instructed the JV to cancel the solicitation for the Eastern Security Subcontract.

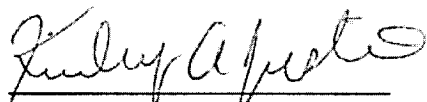
15. The acts taken by the defendant, BRYAN LEE BURROWS, in furtherance of the offense charged in this case, including the acts described above, were done willfully and knowingly. The defendant acknowledges that the foregoing statement of facts does not describe all of the defendant's conduct relating to the offense charged in this case nor does it identify all of the persons with whom the defendant may have engaged in illegal activities. The defendant further acknowledges that he is obligated under his plea agreement to provide additional information about this case beyond that which is described in this statement of facts.



Respectfully submitted,

Dana J. Boente  
United States Attorney

By:



Kimberly A. Justice  
Special Assistant United States  
Attorney

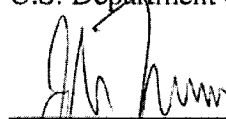
United States Attorney's Office  
2100 Jamieson Avenue  
Alexandria, VA 22314  
703-299-3819  
Fax: 703-299-3981  
kimberly.justice@usdoj.gov



Timothy D. Belevetz  
Assistant United States Attorney  
2100 Jamieson Avenue  
Alexandria, VA 22314  
703-299-3819  
Fax: 703-299-3981  
timothy.d.belevetz@usdoj.gov

Robert E. Connolly  
Chief, Philadelphia Office  
Antitrust Division  
U.S. Department of Justice

By:



Joseph Muloio  
Kimberly A. Justice  
Attorneys, Antitrust Division  
U.S. Department of Justice  
Philadelphia Office  
The Curtis Center, Suite 650 West  
170 S. Independence Mall West  
Philadelphia, PA 19106  
215-597-7401  
Fax: 215-597-8838  
joseph.muio@usdoj.gov

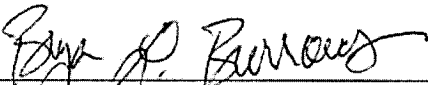
Steven A. Tyrrell  
Chief, Fraud Section  
Criminal Division  
U.S. Department of Justice

By:

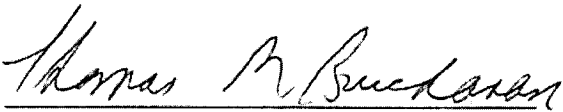


Bradford L. Geyer  
Trial Attorney  
Fraud Section, Criminal Division  
U.S. Department of Justice  
1400 New York Avenue, NW  
Washington, DC 20005  
215-939-5890  
Fax: 215-597-8838  
bradford.geyer@usdoj.gov

After consulting with my attorney and pursuant to the plea agreement entered into this day between the defendant, BRYAN LEE BURROWS and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.

  
\_\_\_\_\_  
Bryan Lee Burrows  
Defendant

I am BRYAN LEE BURROWS' attorney. I have carefully reviewed the above Statement of Facts with him. To my knowledge, his decision to stipulate to these facts is an informed and voluntary one.

  
\_\_\_\_\_  
Thomas M. Buchanan, Esquire  
Counsel for the Defendant  
Va. Bar Number 21530  
Winston & Strawn LLP  
1700 K Street, NW  
Washington, DC 20006  
Tel: 202-282-5787  
Fax: 202-282-5100  
Tbuchanan@winston.com