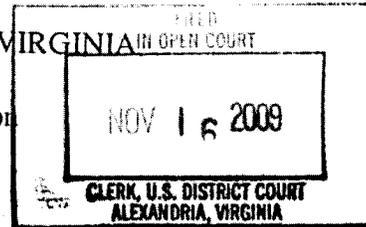


IN THE UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF VIRGINIA

Alexandria Division



UNITED STATES OF AMERICA )

v. )

SCOTT ANTHONY WALKER )

Defendant. )

CRIMINAL NO. 1:09-CR-478

Judge Gerald Bruce Lee

**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. SCOTT ANTHONY WALKER, (“WALKER” or “defendant”) is a resident of Queensland, Australia and an Australian citizen. From at least as early as February 2009 until at least as late as May 2009, WALKER was located in Kabul, Afghanistan and was employed by Black and Veatch.

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

4. Black and Veatch ("B&V") is a global engineering, consulting and construction company based in Kansas. It also has received multiple USAID contracts.

5. 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 prime contract required the award of numerous subcontracts, including subcontracts for the provision of security services to protect AIRP workers in various areas of Afghanistan. From at least as early as February 2009 until at least as late as May 2009, WALKER worked in Kabul, Afghanistan on behalf of the JV as the Country Security Coordinator for the AIRP prime contract.

6. On April 1, 2009, the JV issued a request for proposals ("RFP") under the AIRP prime contract for a subcontract for Security Service, Eastern Region of Afghanistan ("Eastern Security Subcontract"). Responsive bids were required to be received by April 30, 2009. WALKER was a member of the Technical Evaluation Committee ("TEC") for the award of the Eastern Security Subcontract.

7. From in or about February 2009 through in or about May 2009, within the Eastern District of Virginia and elsewhere, WALKER knowingly and willfully 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 prime contract.

8. In or around February 2009, WALKER, Bryan Lee Burrows ("Burrows") and Coconspirator-1 in Kabul, Afghanistan. In the meeting, WALKER, Burrows and Coconspirator-1 discussed the Eastern Security Subcontract and the fact that WALKER would be a member of the TEC for the award of upcoming security services subcontracts under the AIRP prime contract, including the Eastern Security Subcontract. WALKER, Burrows and Coconspirator-1 formulated a scheme to pass along inside information to which WALKER had access to whichever vendor paid them a certain amount of money. Burrows' role in the scheme was to locate security companies to solicit.

9. During subsequent conversations WALKER had with Burrows, it was discussed again how WALKER, Burrows and Coconspirator-1 would each receive a share of the kickback.

10. In or around February 2009, Burrows told WALKER that he had enlisted the help of Ryan Scott McMonigle, his co-worker at Civilian Police International, to locate security companies to solicit. WALKER was aware that during the next several weeks, Burrows and McMonigle 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.

11. Vendor-1 is headquartered within the Eastern District of Virginia. Executive -1A had email communications and telephone conversations with McMonigle and Burrows while located within the Eastern District of Virginia

12. In or around late February 2009, Burrows told WALKER that Burrows would be returning to the United States on home leave and that McMonigle would be WALKER's contact during BURROWS' absence. Burrows gave WALKER McMonigle's contact information.

13. During the period late February through March 2009, WALKER and McMonigle discussed via telephone and e-mail the kickback scheme, including the allocation of the kickback sought and the status of the negotiations with Executive-1A of Vendor-1. During this period, WALKER also shared with McMonigle and Burrows inside information relating to upcoming security services subcontracts under the AIRP prime contract, including the Eastern Security Subcontract.

14. In or around April 2009, Vendor-1 pulled out of the deal. It was around this time that WALKER and Burrows discussed finding another vendor that might be interested in paying a fee to have the Eastern Security Subcontract steered to it.

15. In or around April 2009, Burrows contacted Executive-2A of Vendor-2, who was located within the Eastern District of Virginia, and told him that Burrows was associated with a person (WALKER) 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.

16. In or around June 2009, B&V terminated WALKER's employment.

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

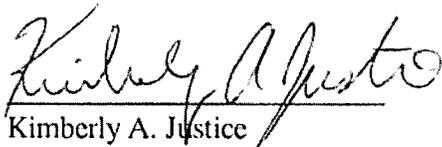
18. The acts taken by the defendant, SCOTT ANTHONY WALKER, in furtherance of the offense charged in this case, including the acts described above, were done willfully and knowingly. The defendant acknowledges that the foregoing statement of facts does not describe all of the defendant's conduct relating 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,

Neil H. MacBride  
United States Attorney

By:



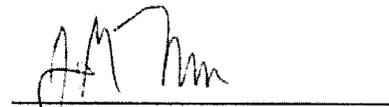
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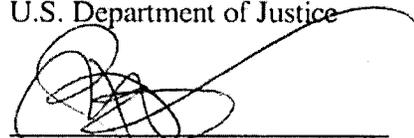
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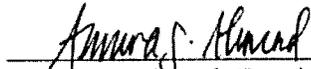
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After consulting with my attorney and pursuant to the plea agreement entered into this day between the defendant, SCOTT ANTHONY WALKER and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the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



Scott Anthony Walker  
Defendant

I am SCOTT ANTHONY WALKER's 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.



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