

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

Alexandria Division

UNITED STATES OF AMERICA)
)
 v.) CRIMINAL NO. 1:14-cr-0315
)
 ROBERT PORTER,) UNDER SEAL
)
 Defendant.)

STATEMENT OF FACTS

Were this case to go to trial, the United States would prove by admissible evidence and beyond a reasonable doubt the following:

1. From in and around fall 2007 to in and around fall 2013, within the Eastern District of Virginia and elsewhere, the defendant, ROBERT PORTER, did unlawfully, knowingly, and intentionally combine, conspire, confederate, and agree with public officials and other persons known and unknown to the United States to commit offenses against the United States: that is (a) to directly and indirectly, corruptly give, offer and promise things of value to public officials, with the intent to influence the public officials in the performance of their official acts, contrary to Title 18, United States Code, Section 201(b)(1); and (b) to directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value, with the intent to be influenced in the performance of official acts, and being induced to do or omit to do things in violation of his official and lawful duties, contrary to Title 18, United States Code, Section 201(b)(2), all in violation of Title 18, United States Code, 371.

2. In and around fall of 2013, within the Eastern District of Virginia and elsewhere, the defendant did, directly and indirectly, corruptly give, offer, and promise a thing of value to a

public official with intent to influence an official act, in violation of Title 18, United States Code, Section 201(b)(1).

3. From in and around fall 2007 to in and around fall 2013, within the Eastern District of Virginia and elsewhere, the defendant, at times a public official, directly and indirectly did corruptly demand, seek, receive, accept, and agree to receive and accept something of value personally, in return for being influenced in the performance of an official act, in violation of Title 18, United States Code 201(b)(2).

Background (Army National Guard)

4. The Army National Guard (ARNG) is part of the National Guard of the United States. The ARNG is divided into 54 units stationed in each of the 50 states and the territories of Guam, the Virgin Islands, the Commonwealth of Puerto Rico, and the District of Columbia. With the consent of the appropriate state or territorial governors, members or units in the ARNG may be appointed to be federally recognized armed forces members in the active or inactive service of the United States. Therefore, members of the ARNG can either serve under state or federal orders. The ARNG headquarters and the National Guard Bureau (NGB) are located in Arlington, Virginia, within the Eastern District of Virginia.

5. The Department of Defense (DOD) provides federal funds to the ARNG for advertising and sponsorships. In turn, the ARNG, acting through the NGB, provides a portion of this money to enter into contracts with businesses to promote the National Guard in recruitment efforts. Members of the ARNG who work for the NGB and participate in the awarding of these contracts are federal public officials as defined in Title 18, United States Code, Sections 201(a)(1) and (2).

Defendant's Background with the National Guard Bureau

6. The defendant served in the United States Army from 1986 to 1991. Upon leaving the Army, the defendant joined the ARNG in Tennessee. He was transferred to the National Guard Bureau in 1996, where he served until his retirement in the fall of 2012. While with the NGB, the defendant ascended to the rank of Colonel and held the position of Director of NGB's Guard Strength Directorate (GSD) which oversaw the GSD's contracting process. As GSD's Director, the defendant was a public official as defined in Title 18, United States Code, Sections 201(a)(1) and (2), who had the ability to use, and did use, his official position to influence the award of multimillion dollar contracts to companies doing business with the ARNG.

Bribery Schemes While the Defendant Was in the National Guard Bureau

7. While working for the NGB, from in or around November 2007 to in or around the fall of 2013, the defendant corruptly sought, received, and accepted things of value, including but not limited to, hotel rooms, dinners, sporting event tickets, and transportation costs, in return for using his official position to commit official acts and influence the award of contracts to Company A, a private marketing company. The defendant used his official position to steer contracts priced at approximately \$900,000 in total to Company A. Thus, Company A profited approximately \$90,000 (at a profit rate of approximately 10%) on these contracts.

8. Also while the defendant was working for the NGB, the defendant was offered and corruptly agreed with an executive at Company B – a private company engaged in providing professional program management, administrative, and support services to the federal government – to accept things of money for the defendant's use of his official position to influence the award of NGB contracts to Company B. Under this agreement, the defendant agreed to accept 1% of the contracts' prices as a bribe payment. As part of this agreement, the

defendant performed official acts to influence the award of three contracts priced at approximately \$5,500,000 in total to Company B. Company B paid the defendant the promised bribe upon his retirement from the ARNG.

Bribery Scheme with Current Guard Official A

9. While working at Company B, in or around fall 2013, the defendant and another individual – the owner of Company C, a program management firm that executed advertising and marketing contracts, who, unknown to the defendant, was cooperating with the government – entered into a corrupt agreement to bribe Guard Official A, a Sgt. First Class with the ARNG, working in the NGB’s marketing section. The defendant and the owner of Company C corruptly agreed to bribe Guard Official A by providing Guard Official A with something of value (expensive football tickets) in exchange for Guard Official A’s use of Guard Official’s official capacity to perform an official act by influencing the award of contracts to Company C. From his own experience in the NGB, the defendant knew Guard Official A held a position where he had the ability to select or recommend vendors for direct award contracts. The defendant expected to benefit financially from the contracts that Guard Official A would award to Company C in the future for the defendant’s assistance in bribing Guard Official A.

10. On or about November 1, 2013, the defendant purchased four football tickets for a total price of \$1,328 to corruptly give and offer to Guard Official A. On or about November 13, 2013, the defendant and the owner of Company C met with Guard Official A at a restaurant in Arlington, Virginia, within the Eastern District of Virginia. Once inside of the restaurant, the defendant offered and handed Guard Official A an envelope containing the football tickets with the intent that the football tickets would influence Guard Official A to perform official acts to award contracts to Company C. Guard Official A accepted the envelope with the tickets.

11. The acts taken by the defendant in furtherance of the offense charged in this case, including the acts described above, were done willfully, knowingly, and with the specific intent to violate the law. The defendant acknowledges that the foregoing statement of facts is a summary, made for the purpose of providing the Court with a factual basis for the defendant's guilty plea to the charges against him. The defendant also acknowledges that the foregoing statement of facts does not describe all of the defendant's conduct, or all of the facts known to the defendant, relating to the offenses charged in this case.

Respectfully submitted,

DANA J. BOENTE
United States Attorney
Eastern District of Virginia

By:


Jonathan L. Fahey
Assistant United States Attorney

LORETTA E. LYNCH
United States Attorney
Eastern District of New York

By:

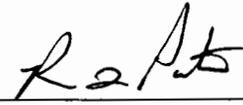

Marisa M. Seifan
Assistant United States Attorney
Martin E. Coffey
Assistant United States Attorney

WILLIAM STELLMACH
Acting Chief, Fraud Section
Criminal Division

By: 
Alison L. Anderson
Trial Attorney

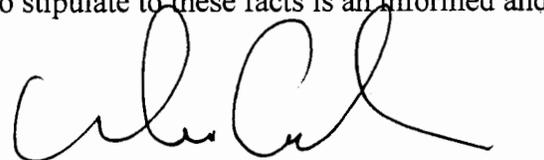
After consulting with my attorney and pursuant to the plea agreement entered into this day between me, ROBERT PORTER, and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same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

Date: 30 Sep 14


ROBERT PORTER
Defendant

I am the attorney for ROBERT PORTER. 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.

Date: 9/30/2014


William R. Cowden
Attorney for ROBERT PORTER