

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 15-
:
v. : 41 U.S.C. § 8702
: (formerly 41 U.S.C. § 53)
SHAWN A. FULLER : 41 U.S.C. § 8707
: (formerly 41 U.S.C. § 54)
: 18 U.S.C. § 2
:
: I N F O R M A T I O N

The defendant, having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

(Accepting Unlawful Kickbacks)

1. At all times relevant to this Information:

A. Defendant SHAWN A. FULLER ("defendant FULLER") was employed as a project manager for a construction company (the "Construction Company") that served as a Job Order Contractor ("JOC"), or prime contractor, on a prime contract involving construction projects at Picatinny Arsenal ("PICA").

B. PICA was a United States Army installation in Morris County, New Jersey that conducted research, development, acquisition and lifecycle management of advanced conventional weapon systems and advanced ammunition. PICA provided products and services to all branches of the United States military.

C. Subcontractor 1 owned and operated a construction company

located in Warren County, New Jersey. Subcontractor 1's construction company ("Subcontractor Company 1") served as a subcontractor to the Construction Company on various construction projects at PICA.

2. Between in or about 2009 and in or about June 2013, in Morris County, in the District of New Jersey and elsewhere, defendant

SHAWN A. FULLER

knowingly and willfully solicited, accepted, and attempted to accept kickbacks, that is, money, fees, commissions, credits, gifts, gratuities, things of value, and compensation provided to SHAWN A. FULLER, as a prime contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with subcontracts relating to a prime contract.

3. In or about June 27, 2010, in Morris County, New Jersey, SHAWN A. FULLER solicited and accepted a new Yamaha Wave Runner, valued at \$4,250 from Subcontractor 1, knowing that Subcontractor 1 expected, in return, to obtain favorable treatment from SHAWN A. FULLER in connection with subcontracts with the Construction Company to perform work at PICA.

4. Between in or about 2009 and in or about June 2013, SHAWN A. FULLER solicited, accepted and attempted to accept approximately \$20,000 in cash payments from other subcontractors who also served

as subcontractors to the Construction Company on various construction projects at PICA, knowing that the subcontractors expected, in return, to obtain favorable treatment from SHAWN A. FULLER in connection with subcontracts with the Construction Company to perform work at PICA.

In violation of Title 18, United States Code, Sections 8702 and 8707 (formerly codified at Title 41, United States Code, Sections 53 and 54) and Title 18, United States Code, Section 2.

Paul J. Fishman/rah

PAUL J. FISHMAN
UNITED STATES ATTORNEY

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v.

SHAWN A. FULLER

INFORMATION FOR

41 U.S.C. § 8702 (formerly 41 U.S.C. § 53)

41 U.S.C. § 8707 (formerly 41 U.S.C. § 54)

18 U.S.C. § 2

PAUL J. FISHMAN

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