

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
 :
 : Crim. No.
 v. :
 : 18 U.S.C. §§ 981(a)(1)(C),
 : 1343 and 2;
 JAMES CONWAY : 28 U.S.C. § 2461 and
 : 41 U.S.C. §§ 8702(2) and 8707
 :

INFORMATION

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

COUNT 1

(Wire Fraud)

Defendant and other Individuals and Entities

1. Since in or about June 2009, defendant JAMES CONWAY ("defendant CONWAY") was employed as a Regional Project Manager for an out-of-state construction company (the "Construction Company"). Defendant CONWAY managed large-scale projects for the Company, including: hiring contractors, allocating resources, reviewing estimates and creating and maintaining budgets for the projects. At times relevant to Counts 1 and 2 of this Information, Conway managed the Construction Company's projects at the Picatinny Arsenal

("PICA") in Morris County, New Jersey and at the Joint Base McGuire-Dix Lakehurst ("Ft. Dix") in Burlington County, New Jersey.

2. At all times relevant to Count 1 of this Information:

A. PICA was a United States Army installation. Personnel at PICA, among other things, conducted research, development, acquisition and lifecycle management of certain military equipment. PICA provided products and services to all branches of the United States armed forces.

B. Ft. Dix was a United States Army post. Among other things, Ft. Dix served as a training post for United States Military Reserve units and the National Guard.

C. The Construction Company provided construction services to government and private businesses, including PICA. The Construction Company's headquarters were in Tulsa, Oklahoma. Between in or about 2009 and in or about August 2015, the Construction Company served as a Job Order Contractor ("JOC"), or prime contractor, on construction projects at PICA and at Ft. Dix. A JOC or prime contractor is a contractor that provides construction services to the U.S. government under multi-year job order contracts that use certain methodologies to reduce procurement costs.

D. The U.S. government paid the Construction Company for work performed under the JOC contracts.

E. The U.S. Army maintained an e-mail account for defendant CONWAY, which defendant Conway used and was permitted to use for the purpose of executing his duties as an employee of the Construction Company (the "Conway PICA E-mail Account").

F. Defendant CONWAY owned Walsh Construction Services, LLC ("Walsh Construction"), a company that purported to provide construction services.

Fraudulent Scheme

3. From in or about September 2009 to in or about August 2015, in Morris County, in the District of New Jersey, and elsewhere, defendant

JAMES CONWAY,

with others, knowingly and intentionally did devise and intend to devise a scheme and artifice to defraud and to obtain money and property from the Construction Company through materially false pretenses, representations and promises.

4. The object of this scheme and artifice to defraud was for defendant CONWAY to obtain approximately \$1,400,000 in money and property from the Construction Company through materially false pretenses, representations and promises by (A) billing the Construction Company under the name Walsh Construction for payments for work that was not performed by Walsh Construction and (B) facilitating this scheme and artifice to defraud through the use of interstate wire transmissions.

5. It was a part of this scheme and artifice to defraud that defendant CONWAY:

A. Established Walsh Construction based on an individual, "Keith Walsh," whose identity defendant CONWAY made up.

B. Set up Walsh Construction to appear to be a company that ran separate and apart from defendant CONWAY--for instance, defendant CONWAY set up an email account (the "Walsh E-mail Account") and a post office box for Walsh Construction.

C. While an employee of the Construction Company, steered and otherwise assisted Walsh Construction in obtaining jobs at PICA and receiving payments from the Construction Company--many of these payments were for invoices and bills that were inflated, or where the purported work was not performed at all by Walsh Construction.

Interstate Wire Transmissions

6. On or about the dates listed below, in Morris County, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute this scheme and artifice to defraud, defendant

JAMES CONWAY

and others knowingly and intentionally transmitted and caused to be transmitted in interstate commerce, by means of wire communications, certain writings, signs, signals, pictures, and sounds, as listed below:

DATE	WIRE TRANSMISSION
April 6, 2012	E-mail sent by defendant CONWAY from the Walsh E-mail Account to the Conway PICA E-mail Account in New Jersey, through an email server located in Virginia, attaching an invoice, dated April 2, 2012, to the Construction Company, for \$45,000 for work purportedly performed by Walsh Construction at Ft. Dix, but that included charges for work that was not, in fact, performed by Walsh Construction.

DATE	WIRE TRANSMISSION
January 7, 2013	E-mail sent by defendant CONWAY from the Walsh E-mail Account to the Conway PICA E-mail Account in New Jersey, through an email server located in Virginia, attaching an invoice, dated January 8, 2013, to the Construction Company, for \$28,500 for work purportedly performed by Walsh Construction at Fort Dix, but that included charges for work that was not, in fact, performed by Walsh Construction.
November 9, 2013	E-mail sent by defendant CONWAY from the Walsh E-mail Account to the Conway PICA E-mail Account in New Jersey, through an email server located in Virginia, attaching an invoice, dated October 25, 2013, to the Construction Company, for \$22,375 for work purportedly performed by Walsh Construction at PICA, but that included charges for work that was not, in fact, performed by Walsh Construction.

In violation of Title 18, United States Code, Section 1343 and Section 2.

COUNT 2

(Accepting and Attempting to Accept Kickbacks)

1. Paragraphs 1 to 2(A)-(D) of Count 1 of this Information are hereby incorporated and realleged as if fully set forth herein.

2. At all times relevant to Count 2 of this Information:

- A. There was a subcontractor ("Subcontractor 1") who owned and operated a construction company located in Columbia, New Jersey that served as a subcontractor to the Construction Company on construction projects at PICA and Ft. Dix.
- B. There was a subcontractor ("Subcontractor 2") who owned and operated a construction company located in Hamlin, Pennsylvania that served as a subcontractor to the Construction Company on construction projects at PICA and Ft. Dix.
- C. There was a subcontractor ("Subcontractor 3") who owned and operated a construction company located in Tyler Hill, Pennsylvania that served as a subcontractor to the Construction Company on construction projects at PICA and Ft. Dix.
- D. There was a subcontractor ("Subcontractor 4") who owned and operated a construction company located in Totowa, New Jersey that served as a subcontractor to the Construction Company on construction projects at PICA and Ft. Dix (together with Subcontractors 1,2 and 3, the "Subcontractors").

3. From in or about September 2009 to in or about August 2015, in the District of New Jersey, and elsewhere, defendant

JAMES CONWAY

knowingly and willfully did solicit, accept and attempt to accept approximately \$180,345 in kickbacks from the Subcontractors to improperly obtain and reward favorable treatment in connection with prime contracts and subcontracts relating to prime contracts.

In violation of Title 41, United States Code, Sections 8702(2) and 8707 and Title 18, United States Code, Section 2.

Forfeiture Allegation

1. The allegations contained in all paragraphs of Count 1 of this Information are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 981 and Title 28, United States Code, Section 2461(c).

2. As a result of committing the aforementioned offense in violation of Title 18, United States Code, Section 1343 as alleged in Count 1 of this Information, defendant JAMES CONWAY shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, all property, real and personal, that constituted or was derived from proceeds traceable to the commission of the offense charged in Count 1 of this Information, to include:

A. \$1,400,000; and

B. All right, title and interest in the real properties, including all appurtenances and improvements thereon, located at (i) 924 Maple Grove Road, Moscow, Pennsylvania and (ii) Spring Hill Road, Sterling Township, County of Wayne, Pennsylvania, constituting approximately 72.65 acres (Record Book 4712/page 339; recorded May 8, 2014).

If any of the above-described forfeitable property, as a result of any act or omission of defendant JAMES CONWAY:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third party;
- (3) has been placed beyond the jurisdiction of the court;
- (4) has been substantially diminished in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), to seek forfeiture of any other property of defendant CONWAY to the value of the above forfeitable property.

Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461.

Paul J. Fishman/rah
PAUL J. FISHMAN
UNITED STATES ATTORNEY

CASE NUMBER: 16-

**United States District Court
District of New Jersey**

UNITED STATES OF AMERICA

v.

JAMES CONWAY

INFORMATION FOR

18 U.S.C. §§ 981(a)(1)(C), 1343 and 2

28 U.S.C. § 2461

41 U.S.C. §§ 8702(2) and 8707

PAUL J. FISHMAN

UNITED STATES ATTORNEY, NEWARK, NEW JERSEY

BARBARA R. LLANES

LESLIE F. SCHWARTZ

ASSISTANT U.S. ATTORNEYS

NEWARK, NEW JERSEY

(973) 297-2051/645-3986
