

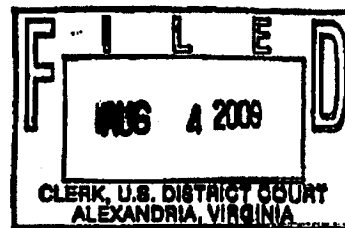
**REDACTED**

**UNDER SEAL**

IN THE UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF VIRGINIA

Alexandria Division



UNITED STATES OF AMERICA )  
 )  
 v. )  
 )  
 SCOTT "MAX" ANTHONY WALKER and )  
 RYAN SCOTT McMONIGLE )  
 )  
 Defendants. )

Case No. 1:9-MJ- 528

UNDER SEAL

**AFFIDAVIT IN SUPPORT OF CRIMINAL COMPLAINT AND ARREST WARRANT**

I, Laszlo F. Sagi, Special Agent with the United States Agency for International Development, Office of Inspector General ("USAID OIG"), being duly sworn, depose and state as follows:

1. I submit this affidavit in support of a criminal complaint charging SCOTT "MAX" ANTHONY WALKER and RYAN SCOTT McMONIGLE with conspiring to violate the Anti-Kickback Act of 1986 (41 U.S.C. § 53), in violation of 18 U.S.C. § 371. I also respectfully request that arrest warrants be issued for WALKER and McMONIGLE.

2. I have been a Special Agent with USAID OIG for over six years. Prior to my service with USAID OIG, I served as a Special Agent with the United States Department of Agriculture, Office of Inspector General, for more than five years. During the course of my law enforcement career, I have investigated numerous cases of fraud against government programs. In June 2008, I transferred back to Washington, D.C., after being stationed at the USAID Mission in Pretoria, South Africa for approximately three and one half years. As a Special Agent with

USAID OIG stationed in Washington, D.C., I investigate allegations of fraud in the regions of Latin America, Eastern Europe, and Asia. I am authorized to investigate violations of the laws of the United States, and I am a law enforcement officer with the authority to execute warrants issued in the name of the United States.

3. I am currently assigned to an investigation of fraud relating to contract steering on USAID funded contracts in Afghanistan. These activities are being investigated as violations of 41 U.S.C. § 53 (Anti-Kickback Act) and 18 U.S.C. § 371 (conspiracy).

4. Title 41, United States Code, Section 53 provides that it is prohibited for any person to solicit any kickback, defined in 41 U.S.C. § 52 as "any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any . . . prime contractor employee . . . for the purpose of improperly obtaining or rewarding favorable treatment in connection with a . . . subcontract relating to a prime contract." Title 18, United States Code, Section 371 provides that "[i]f two or more persons conspire . . . to commit any offense against the United States, . . . and one or more of such persons do any act to effect the object of the conspiracy, each shall be fined under this title or imprisoned not more than five years, or both."

5. This affidavit is based upon my personal investigation and the investigation of others, including federal law enforcement officials whom I know to be trustworthy and reliable. The facts contained herein have been obtained by interviewing witnesses and examining documents obtained in the course of the investigation as well as through other means. This affidavit is submitted for the limited purpose of establishing probable cause in support of an application for a criminal complaint and arrest warrants, and thus, it does not contain every fact

that I have learned during the course of this investigation or known to the United States Government at this time.

6. As is described more fully in this affidavit, there is probable cause to believe that WALKER, McMONIGLE, Bryan Lee Burrows, and others conspired to solicit kickbacks from private security vendors in violation of 41 U.S.C. § 53 in return for favorable treatment for those vendors in connection with the award of one or more subcontracts to provide private security services to protect USAID personnel and contractors in Afghanistan operating under a USAID prime contract known as the Afghanistan Infrastructure Rehabilitation Project, all in violation of 18 U.S.C. § 371, and that they committed overt acts to effect the objects of the conspiracy in the Eastern District of Virginia and elsewhere.

#### **Background**

7. USAID is an independent federal government agency that receives foreign policy guidance from the Secretary of State. It was created in 1961 by executive order when President John F. Kennedy signed the Foreign Assistance Act into law. Since that time, USAID has been 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.

8. Louis Berger Group, Inc. ("LBG") is an infrastructure engineering firm based in New Jersey. Formed in the 1950's, it has had and continues to have multiple contracts with USAID.

9. Black & Veatch ("B&V") is a global engineering, consulting and construction company founded in 1915 and 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 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.

10. 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.

11. WALKER, age 36, is a citizen of Australia and believed to be residing in Australia. From at least as early as February 2009 until he was fired in June 2009, WALKER was employed by LBG and/or B&V as a Security Coordinator and a member of the Eastern Security Subcontract's bid Technical Evaluation Committee ("TEC").

12. McMONIGLE, age 37, is a citizen of United States and is believed to be residing in Afghanistan. From at least as early as February 2009, McMONIGLE has been employed as security manager in Kabul, Afghanistan by Civilian Police International ("CPI"), a Virginia-based company that provides law enforcement training internationally. (CPI was not qualified to bid for the Eastern Security Contract.) Until approximately May 1, 2009, McMONIGLE's superior at CPI was In-Country Program Manager in Kabul, Bryan Lee Burrows.

### Evidence Establishing Probable Cause

13. On April 29, 2009, USAID OIG received two letters from Thomas Nicastro, LBG Vice President and Ethics Officer. Nicastro wrote that a potential vendor on a pending security subcontract ("Vendor A") had come forward to report that it had been solicited for a kickback in exchange for information that would help it win the award. LBG's clandestine e-mail review of TEC members revealed that former LBG employee and current B&V employee, WALKER, might be involved with a solicitation of a kickback.

14. On May 7, 2009, I interviewed a representative of Vendor A ("Executive A"), a company that provides security services internationally. Executive A advised that he and a colleague received an e-mail on April 16, 2009 from Burrows, whom he knew casually through Burrows' employment in Kabul with CPI. Using the e-mail address "bryan.burrows@civilianpolice.com" Burrows sent a message that read: *"Can one of you guys call me today? I may have some business for you."* Burrows' electronic signature identified him as In-Country Program Manager for CPI. Later that day, while in the Eastern District of Virginia, Executive A engaged in a Skype chat<sup>1</sup> with Burrows, which he printed and provided to USAID OIG. In that chat, Burrows stated: *"I have an opportunity if you can do it"; "I have an inside track and can assist"; and "need to talk verbally now."* Burrows also confirmed that he was referring to *"the Berger Eastern Security gig."* Executive A reported that in the immediately ensuing telephone conversation, Burrows stated, *"I have a good friend on the inside on the committee that can swing this whole thing your way. But, as you know, everything in Afghanistan comes at a price. All he wants is 1.5 percent of the entire*

---

<sup>1</sup> A Skype chat is a written Internet-based instant messaging exchange provided by Skype Communications.

*contract value and he'll make sure your [sic] get it."* Executive A declined Burrows' offer, and that same day, memorialized this telephone conversation in a Memorandum of Record. Vendor A reported the conversation to LBG legal counsel. I have reviewed the e-mail, Skype chat, and the Memorandum of Record.

15. As part of its internal investigation, LBG conducted a search of TEC e-mail traffic. On April 29, 2009, LBG reported its findings to USAID OIG that included multiple communications in WALKER's account that merited interest. Excerpts I have reviewed include:

- (From WALKER to Burrows ("Bryan" <milpriburrows@aol.com>; milpriburrows@yahoo.com") on February 25, 2009): *"As requested attached is the intended RFP due for release on 28 Feb."* WALKER then provided a timeline with seven lines of RFP-application milestones and corresponding dates, ranging from 28 Feb through 20 Jun. WALKER then continued: *"...the total cost that a company must carry itself for is \$4.5 Million for a 120 day period, this will obviously put the lesser companies out of the running. As discussed there will be a bid bond for the process, what the cost is I am unsure as this is the first security subcontract where we will be asking for such a bond. Once I know more I will pass it on."*
- (From "Bryan Burrows [milpriburrows@yahoo.com]" to WALKER, on March 1, 2009, at 8:18 a.m.): *"I've provided your name and phone to [REDACTED] from [REDACTED] - Director of Business Development. He wants to do business but demanded to speak directly to you, the consultant. Do not identify yourself as anything else...others could protest if found out. I'm working on the numbers with him and haven't come to solid terms. He wanted to*

*talk with you on the ground first...I've set up banking instructions (escrowed with you, me, and [REDACTED]) which is next step after he meets[.]”*

- (From Burrows (“milpriburrows@aol.com”) to WALKER on March 1, 2009, at 4:39 p.m.):  
*“[REDACTED] is willing to pay a fee, but they want to talk to our “consultant” which is you. I can provide wiring instructions and recommend that we get something in escrow before they meet with you. Can you meet them in Kabul on 3 or 4 March? [REDACTED] is the name...I tried to convey several times that he needs to work with this consultant in order to have a high degree of success. I'm sending the wiring instructions for the escrow to get them going.”*

- Seemingly cut and pasted to the above-referenced e-mail from Burrows' AOL e-mail account is a paragraph that reads:

*“Bryan, to me this looks like the old RFP from 2007. As is, this does not do much as all the information is out of date as are the tasks that need to be completed like the TOC, etc. we need to start talking to your consultant soon. We are willing to pay a fee as I mentioned, but this isn't giving us much as it is not very applicable. We will be in Afghanistan by the 3rd, and we can talk to LBG as we know them. If we don't get this straightened out, it will put us in an awkward position. Let me know when we can start talking directly to this guy.”*

- (Undated from WALKER to “Bryan” but the last in a string with the February 25th and March 1st at 4:39 p.m. e-mails): *“My only concern is the fact that I wished to remain a silent partner so to speak, as this could have dire consequences for me personally. I note that he states the RFP is old, I am aware of this, however; the idea was for them to have a look at the magnitude of the operation in the south west. The RFP is currently running behind schedule*

*and will be released in the next 5-7 days. I am happy to give them the draft copy early, what they must appreciate is" [e-mail ends]*

16. On May 15, 2009, USAID OIG Special Agent Jonathan Schofield received an e-mail from LBG headquarters updating him on the status of the TEC review. Only one company, [REDACTED], [REDACTED], also referred to as [REDACTED] ("[REDACTED]"), was found to have passed all of the technical qualifications by all members of the committee. Six companies did not pass. All six stumbled on one question that had to do with the qualifications of the Chief of Party and Deputy Chief of Party. The answer to one of the questions was misinterpreted by everyone, except [REDACTED]. To remedy this, LBG advised that the committee would go back to all seven with clarifying questions to level the playing field.

17. On May 18, 2009, USAID OIG Special Agents Schofield and Marvin Burgos conducted a voluntary interview of WALKER. I have reviewed the Memorandum of Interview and discussed it with Special Agent Schofield. In the interview, WALKER acknowledged knowing Burrows, whom he identified as a freelancer working for CPI whom he knew socially from a Kabul bar. He said that Burrows approached him and asked if he wanted to be a consultant, helping companies put their bids together. WALKER initially stated that he gave Burrows two RFPs, one of which was old, so that Burrows could understand the contracts. WALKER never identified the second RFP he provided and later recanted and claimed that the old RFP was the only one he gave Burrows.

18. According to WALKER, Burrows consulted for [REDACTED], a company that eventually bid on the Eastern Security Subcontract. WALKER said that he communicated with Burrows one to four



times per week, generally by telephone, and discussed this particular RFP with Burrows over the course of about a month. Burrows wanted to approach a number of companies, including [REDACTED].

19. WALKER advised that Burrows wanted financial information. He told Burrows that he would try to get it for him but maintained throughout his interview that he offered his opinion only regarding dates for steps in the award process; he did not provide Burrows with any information on the new RFP. He did admit that he told Burrows that the contract was worth \$55 million.

20. Burrows told WALKER he was in negotiations with [REDACTED] and that he wanted [REDACTED] to put money into an escrow account. WALKER told Special Agents Schofield and Burgos that he understood that he (WALKER) would get a percentage of that but they did not discuss an exact amount. WALKER said Burrows spoke of asking for a million dollars from the companies and said he would "take care" of WALKER who would get 25%. WALKER said he did not know if Burrows received any money from [REDACTED].

21. WALKER did not identify any other participants in the scheme.

22. WALKER was aware that his conduct posed a problem for him and said that he wanted to cooperate. The agents said that he might want to consider refraining from telling any other people at his company about their visit in order to allow him to provide further cooperation, and WALKER said he would not tell anyone. In the event the agents wanted to speak with him further, WALKER advised that he planned to depart Afghanistan on May 21, 2009 for four weeks of home leave in Australia.

23. At the time of this interview, WALKER also accessed his Hotmail account, "maxwalker73@hotmail.com," and allowed Special Agent Burgos to review it. Four e-mails of

interest were found and sent to Special Agent Schofield's official USAID OIG e-mail address and subsequently reviewed by me:

- On March 2, 2009, WALKER e-mailed Burrows at milpribburrows@aol.com: *"This is my personal email address I think it more prudent to use this address. Holy shit [REDACTED] [of [REDACTED]] just rang me and asked me directly do I work for LBG and I of course had to say yes, I informed him that you and I were going to be consultants a few months back however I had to find work as the business wasn't working, so you are fine to work for them but I can no longer deal directly with these guys in anything but an official capacity. Give me a call when you get the chance I have a good idea, but I need to discuss this with you first."*
- On March 12, 2009, WALKER sent Burrows an e-mail at milpribburrows@aol.com: *"For some strange reason, I cannot find Ryans email, please forward onto him."* WALKER then included a two-column, ten-row timeline of RFP-application milestones and corresponding dates.
- On April 4, 2009, Burrows e-mailed WALKER from milpribburrows@yahoo.com: *"Does [REDACTED] have to physically pick up an RFP CD? I've sent them a copy of the one I picked up for [REDACTED]. If I need to pick up another copy, I will as consultant to [REDACTED]. At first glance, it looks like these guys are hungrier than [REDACTED]. We'll see after they read the RFP. [REDACTED]'s lawyers screwed them...At least that's who Mr. [REDACTED] [sic] is blaming."*
- On May 3, 2009, WALKER received an e-mail from "Ryan," at ltmc\_ryan@yahoo.com (an address I later confirmed belonged to McMONIGLE): *"I'm sorry to hear that [REDACTED] pulled out of the contract last minute. I was on leave at the time when Bryan Burrows sent me the information. Their lawyers got involved and ruined it. If they had never spoken to you, it*

*would have all been okay...Bryan has left the country now and is off contract. He has been planning this for a while...I work (on the side) for an Afghan logistics, fuel, life support company. They are one of the larger and better ones in the country. If you ever get any sub contracts for any life support, fuel, or the like please let me know. I do not think we can work something out. I know we can. Since I have been with these chaps for a while, I can even have them pay you 50% of your commission in Advance. There is no worries with these guys...They have tons of history and contracts with DOD."*

24. During the interview, WALKER agreed to conduct a consensually monitored telephone call to Burrows, who was in the United States. WALKER had a telephone number stored for Burrows in his cell phone, to wit, 918-██████████. The telephone call between WALKER and Burrows was monitored by USAID OIG Special Agent Burgos and Special Agent Woody Lawrence of the Diplomatic Security Service. On May 18, 2009, Special Agent Schofield reviewed electronic recordings of the call and created a transcript which I have reviewed and which noted the following:

a. WALKER initiated the discussion by telling Burrows that *"they're [unspecified] talking to my bosses at work ... [and] saying that information that I gave you reference the RFP and ...."* Burrows responded by saying that *"I never sent that out... never sent anything out... [and] I never said your name...."* WALKER then told Burrows that it appears that this issue is arising due to ██████, which is *"looking pretty good for the Eastern contract"* and asked whether ██████ put anything in escrow. Burrows responded,

*"[n]o one ever agreed to anything like that.... You can give it to whoever you want... No one that I talked to wanted to do it... [T]hey all sounded interested at first. You know everyone said ya ok, but no one actually came around to*

*do it. I can call [REDACTED]. But...you know.. last time I talked to them they, they were interested.... [REDACTED]'s] not giving me a dime."*

b. Burrows later told WALKER that [REDACTED] sent him a consulting agreement that they ultimately refused to sign after Burrows made revisions. Burrows maintained that because he never entered into a consulting agreement with [REDACTED], *"there was never any information passed,"* suggesting that he had the information, but did not provide it to [REDACTED]. Burrows went on to claim that there never was any proprietary information to pass because *"you never gave me anything."* However, immediately after that, Burrows contradicted himself when he said, *"That thumb drive you gave me never went anywhere, I guarantee it didn't... Proprietary information never went passed me, ever."* WALKER had not mentioned a thumb drive during his interview that day with Special Agents Schofield and Burgos, but when confronted about it later, he claimed that it only contained the prior RFP (*i.e.*, it contained only public information).

25. On May 20, 2009, Special Agent Schofield tried to call WALKER in Afghanistan to follow up on their interview, only to learn that he had left for Australia that morning.

26. On May 22, 2009, Special Agent Schofield contacted WALKER by telephone in Australia, and WALKER consented to an interview. During the telephone interview, WALKER continued to maintain that there was nothing else on the thumb drive aside from the "old" RFP. WALKER reported that the only two people he told about his encounter with the USAID OIG agents were his closest friend in Australia and his supervisor at B&V and said that he would not tell Burrows or anyone else about his dealings with USAID OIG.

27. On June 16, 2009, the Court issued an arrest warrant for Burrows based on a complaint that had been filed under seal that same day. The complaint alleges a conspiracy to violate Title 41, United States Code, Section 53 (Anti-Kickback Act of 1986), in violation of Title 18, United States Code, Section 371. Burrows was arrested on June 18, 2009 and agreed to be interviewed by Special Agent Schofield and me. During this and a subsequent interview, Burrows provided, among other things, the following information:

- In or around February 2009, [REDACTED] (with whom Burrows was acquainted as a security services provider for Burrows' employer) brought Burrows to WALKER's Afghanistan residence. In the meeting between the three of them, WALKER said that he was on the TEC and that he, along with a fellow TEC member, were willing to vote to steer the subcontract to whichever vendor paid them \$250,000 (USD), at a minimum.
- During subsequent conversations Burrows had with [REDACTED] and with WALKER, it was also agreed that [REDACTED] and Burrows would each receive a share of the kickback. Burrows engaged in at least one conversation with WALKER during which Burrows and WALKER discussed a percentage allocation of the kickback.
- Burrows also had a conversation with McMONIGLE, Burrows' security manager, to see if he knew of any security companies to solicit. McMONIGLE said that he knew of at least one company that may be interested, [REDACTED], but that McMONIGLE, likewise, wanted to receive a share of the kickback.
- During the next several weeks, Burrows and McMONIGLE had a dialogue with [REDACTED], Director of Business Development and [REDACTED], President of [REDACTED] (headquartered in Leesburg, Virginia) to discuss [REDACTED] paying them a percentage of the value

of the Eastern Security Subcontract in exchange for ██████ being awarded the subcontract. According to Burrows, although the conspirators initially wanted ██████ to pay a figure of around five percent of the award to steer the contract to ██████, after negotiations with ██████ and ██████, 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 ██████ and Burrows (with payment contingent upon ██████'s receipt of a contract), and after receipt of ██████'s draft, McMONIGLE generated a responsive draft.

- In or around April 2009, ██████ 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 Subcontract steered to it. It also was around this time that Burrows contacted, among other companies, Vendor A as set forth above.
- On or about May 1, 2009, Burrows left his employment in Afghanistan and returned to Oklahoma without having received a payment from any vendor with respect to the Eastern Security Subcontract. On or about May 18, 2009, Burrows engaged in the conversation with WALKER described above. Shortly thereafter, WALKER contacted Burrows again and in their telephone conversation told Burrows that he (WALKER) had been interviewed by USAID OIG agents, had provided them with access to his e-mail account, and allowed them to tape the conversation with Burrows. WALKER told Burrows that Burrows should destroy the thumb drive WALKER had given him. Burrows subsequently discussed this same information with McMONIGLE who told Burrows that WALKER had similarly called McMONIGLE and informed him about the visit from USAID OIG.

28. During June 2009, USAID OIG received from additional sources e-mails that corroborate the information Burrows provided. Excerpts I have reviewed include the following:

- (From McMONIGLE (ltmc\_ryan@yahoo.com) to [REDACTED] ([REDACTED]) with a copy to Burrows (milpribburrows@aol.com) on February 24, 2009 at 8:42 pm)  
*"The company is Louis Berger Group (LBG) that you would be a sub for. We will place you in contact with the business consultant and he will help you with a successful bid. The consultant will basically tell you what to write up in order to get the contract. ... You will have a 90 plus percent chance of getting the contract this way with some help . ... I am going to use your personal e-mail if you do not mind."*
- (From Burrows (milpribburrows@aol.com) to [REDACTED] ([REDACTED]) on February 24, 2009)  
*"My consultant friend will deliver to one of the 39 approved security companies in Afghan. ... An Afghan-owned partner may be required but can be provided. ... I'll meet again with the consultant who can assist with proposal. Its a very strong probability that consultant can provide accurate and timely information. Can you meet me in VA on Fri/Sat or Sun?"*
- (From Burrows (milpribburrows@aol.com) to [REDACTED] ([REDACTED]) on March 11, 2009 at 12:46 pm)  
*"I have solid information that you'll need to write your security proposal for the East and South contracts in Afghanistan. Please let me know where we are on the consulting agreement. Please forward the signed engagement letter, and I'll reply with my numbers."*

- (From [REDACTED] ([REDACTED]) to Burrows (milpriburrows@aol.com) on April 1, 2009 at 2:56 pm)

*"Bryan [REDACTED] should have everything out to you today. I am pushing it as hard as I can. things are very busy, but we area [sic] signing the contract with you. Stand by ..."*

- (From Burrows (milpriburrows@aol.com) to [REDACTED] ([REDACTED]) on April 2, 2009 at 10:15 am)

*"Here's 2 of 2 on the CD provided by the prime. This is for the eastern region. Recall the info I provided earlier for eastern region. The Southern region is still a couple of weeks out . ... Please let me know the time we can talk on Friday to finalize our agreement."*

29. Burrows currently is cooperating with the government in this investigation. On June 30, 2009 and July 6, 2009, Burrows conducted consensually monitored telephone calls to McMONIGLE, who was in Afghanistan. Burrows was returning calls that McMONIGLE had made to him. I monitored the telephone calls between Burrows and McMONIGLE. I have since reviewed electronic recordings of the calls and transcripts. I have noted the following with respect to the consensually monitored call of June 30, 2009:

a. Following pleasantries and a fairly extensive discussion regarding various business acquaintances, Burrows explained why in their previous one-minute telephone call a couple of days earlier, Burrows had said something to the effect that he could not talk because he [Burrows] and Max [WALKER] were in trouble. Burrows attributed it to the fact that WALKER had lost his job and Burrows' fears over a reference check in conjunction with his own new job. McMONIGLE



related how concerned he was for Burrows over the prior day's statement and expressed his fear that Burrows had been approached by the police or the FBI, given that WALKER had been approached by law enforcement officers in Afghanistan.

b. In discussing WALKER, Burrows said, "[h]e lied through his teeth. You know, they interviewed him. I mean, some things were true, some things weren't. But, you know, the only thing you did was edit that consulting agreement and tried to negotiate it with [REDACTED] to get the price right, you know." McMONIGLE responded by saying, "Yeah." McMONIGLE later confirmed that he was aware of the thumb drive that WALKER gave Burrows with the pricing information on it.

c. McMONIGLE reported that he had talked to WALKER about WALKER's encounter with the USAID OIG agents and that WALKER had called [REDACTED] as well. McMONIGLE reported that WALKER "sat down on their computer, theirs [the agents'], and logged into his [WALKER's] e-mail account and into his bank account. So they recorded that password onto their computer. And then they were able to see everything."

d. McMONIGLE advised Burrows to change his phone number and get an attorney and not to talk to the authorities. He also told him that the only thing the authorities could charge Burrows with was conspiracy to commit fraud.

30. With respect to the consensually monitored call of July 6, 2009 I have noted the following:

a. McMONIGLE had called Burrows because he wanted to let Burrows know that he thought he knew who was the source of the investigation (an employee of a vendor other than [REDACTED] that had been solicited for a kickback) and that WALKER was telling people that Burrows and

█████ approached WALKER about a kickback. McMONIGLE confirmed that he knew that Burrows had not known why he was going to the initial meeting at WALKER's house.

b. In discussing █████, Burrows said that "they were all ready to do it ... They knew who Max [WALKER] was. They knew. They knew all about it. I mean, █████ knew all about it." McMONIGLE responded, "I know. (inaudible) scared them off."

c. McMONIGLE said in apparent reference to the investigation, "there is nothing to it, █████ would have heard from them by now. Don't you think they would have called you....[T]hey haven't found anything out, they tried like hell...I wanted to let you know it wasn't █████ trying to f--- you. It was Max [WALKER] (inaudible) when they came to him. And it all started with [the vendor]."

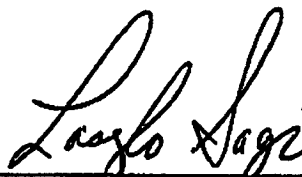
d. McMONIGLE reported that he talked to WALKER right after WALKER was approached by the agents. According to McMONIGLE, WALKER said that the agents asked who was McMONIGLE, and WALKER told the agents that he did not really know, just "kind of a friend of [Burrows'] and he said that he never said anything else."

#### Conclusion

31. Based on the foregoing facts, I respectfully submit that probable cause exists to believe that WALKER and McMONIGLE knowingly and willfully conspired with each other, Burrows, and others, to solicit kickbacks, in violation of 41 U.S.C. § 53, to be provided, in part, to WALKER, a prime contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with the Eastern Security Subcontract under the USAID AIRP prime contract, and that WALKER, McMONIGLE, Burrows, and others committed overt acts to

effect the objects of the conspiracy in the Eastern District of Virginia and elsewhere, all in violation of 18 U.S.C. § 371.

32. By this affidavit and application, I respectfully request that arrest warrants be issued for WALKER and McMONIGLE.



\_\_\_\_\_  
Laszlo F. Sagi, Special Agent  
United States Agency for International  
Development, Office of Inspector General

Sworn to and subscribed before me this 4<sup>th</sup> day of August, 2009

\_\_\_\_\_  
/s/  
John F. Anderson  
United States Magistrate Judge