

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION

U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION  
FILED IN OFFICE  
3:00 p.m.  
8-30-2019  
Deputy Clerk

UNITED STATES OF AMERICA )

v. )

ANTHONY R. WILLIAMS )

1:19 CR: 00011

PLEA AGREEMENT

Defendant Anthony R. Williams, represented by his counsel Stuart A. Berman, and the United States of America, represented by Assistant United States Attorney Brian T. Rafferty and Special Assistant United States Attorney Michael A. Marchman, have reached a plea agreement in this case. The terms and conditions of that agreement are as follows.

1. Guilty Plea

Defendant, having been advised of the right to be charged by Indictment, agrees to waive that right and enter a plea of guilty to Count One of the Information, which charges a violation of Title 18, United States Code, Section 371.

2. Elements and Factual Basis

The elements necessary to prove the offense charged in Count One are (1) two or more persons in some way agreed to try to accomplish a shared and unlawful plan; (2) the Defendant knew the unlawful purpose of the plan and willfully joined in it; (3) during the conspiracy, one of the conspirators knowingly engaged in at least one overt act as described in the indictment; and (4) the overt act was committed at or

about the time alleged and with the purpose of carrying out or accomplishing some object of the conspiracy.

Defendant agrees that he is, in fact, guilty of this offense. He agrees to the accuracy of the following facts, which satisfy each of the offense's required elements:

The United States Department of the Army ("U.S. Army") was a branch of the United States Department of Defense, which was part of the executive branch of the United States Government. In part, the U.S. Army consisted of over one million soldiers and personnel stationed at numerous installations throughout the United States and across the world, including the U.S. Army Garrison Fort Gordon in Augusta, Richmond County, Georgia. Fort Gordon was home to various training and operational components of the U.S. Army, including components related to how the U.S. Army communicates on the battlefield.

At times, the U.S. Army contracted with private companies to provide certain services, including services related to the U.S. Army's information and communication networks.

Coconspirator Calvin D. Lawyer served for over twenty years in the U.S. Army, retiring on February 1, 2008 at the rank of Colonel. When Lawyer retired from the U.S. Army in 2008, he was stationed at Fort Gordon and was the U.S. Army's Training and Doctrine Command Capability Manager for Networks and Services. Even before his retirement in 2008, Lawyer established Communications, Research, Engineering, and Consultants Group, LLC ("CREC Group"), with a plan to obtain government contracts from the U.S. Army after his departure.

Between 2008 and 2014, coconspirator Anthony Tyrone Roper was a public official employed as an active duty Colonel in the U.S. Army. In that position, Roper's official duties and responsibilities included, among many others, the direction, coordination and oversight of the U.S. Army's efforts to develop doctrine and establish standards to build and modernize its information and communication networks.

Coconspirator J.D.Y. served for over twenty years in the U.S. Army, retiring in 2005 at the rank of Colonel. In 2008, after J.D.Y. retired from the U.S. Army, J.D.Y. formed his own company referred to herein as Company A, to provide IT professional and consulting services to the U.S. Government. Among other things, J.D.Y. worked as a subcontractor under contracts obtained by Calvin D. Lawyer and CREC Group.

Between 2008 and 2014, Defendant **Anthony R. Williams** was a public official employed as an active duty Colonel in the U.S. Army. As an active duty Colonel, Defendant **Anthony R. Williams** had a duty to provide accurate and timely information to the G-8 leadership dealing with the Battle Command; a duty to provide oversight and management of a billion dollar battle command budget, and a duty to provide his Commanders with timely and accurate funding strategies for the best use of limited resources against unlimited requirements. Defendant **Anthony R. Williams** had more general duties as set forth in 5 C.F.R. Part 3601 (Supplemental Standards of Ethical Conduct for Employees of the Department of Defense); and Executive Order 12674 (Principles of Ethical Conduct). Among other things, those duties required that Defendant **Anthony R. Williams** not use his DOD position for his own private gain or for the private gain of friends, relatives or

organizations; and, he may not use or allow the use of nonpublic Government information to further his own private interests or the private interests of others.

Between 2008 and 2014, Defendant **Anthony R. Williams** knowingly combined, conspired, and agreed with Calvin Lawyer, Anthony Tyrone Roper, J.D.Y., and others, to commit offenses against the United States, namely:

- (a) bribery, by directly and indirectly, corruptly giving, offering, and promising something of value, namely, money, in return for being induced to do and omit to do acts in violation of his official duties, in violation of Title 18, United States Code, Section 201(b)(1)(C);
- (b) bribery, by directly and indirectly, corruptly demanding, seeking, receiving, and agreeing to receive something of value personally and for another person, namely, money, in return for being induced to do and omit to do acts in violation of his official duties, in violation of Title 18, United States Code, Section 201(b)(2)(C); and,
- (c) to willfully violate 18 U.S.C. § 208(a) by agreeing to allow Defendant **Anthony R. Williams**, an employee of the executive branch of the United States Government, to participate personally and substantially as a Government employee in a matter in which Defendant **Anthony R. Williams** and his family had a substantial financial interest from in or about March 2009 through at least 2014.

All done in violation of Title 18, United States Code, Section 371.

Manner and Means of the Conspiracy

It was part of the conspiracy that Defendant **Anthony Williams**, Anthony T. Roper, Calvin D. Lawyer, and J.D.Y., would meet in Washington D.C. and elsewhere to discuss, among other things, steering and awarding U.S. Army contracts to CREC Group and Company A, in return for payment of bribes to **Anthony R. Williams** and Anthony T. Roper;

It was further part of the conspiracy that Defendant **Anthony R. Williams**, aided and abetted by his coconspirators, would provide internal, confidential, and proprietary information during meetings, telephone calls and in electronic communications to Calvin D. Lawyer, J.D.Y., and others, all in an effort to help steer and award millions in U.S. Army contracts to CREC Group and Company A as a subcontractor;

It was further part of the conspiracy that coconspirator Anthony Tyrone Roper, aided and abetted by his coconspirators, would also provide internal, confidential, and proprietary information during meetings, telephone calls and in electronic communications to Calvin D. Lawyer, J.D.Y., and others, all in an effort to help steer and award millions in U.S. Army contracts to CREC Group and Company A as a subcontractor;

It was further part of the conspiracy that members of the conspiracy would travel to and from Fort Gordon, in the Southern District of Georgia, to discuss, among other things, steering and awarding U.S. Army contracts to CREC Group and Company A;

It was further part of the conspiracy that J.D.Y. would corruptly offer, promise, and give bribes and inducements to Defendant **Anthony R. Williams**, a public official, in exchange for using his status as an active duty Colonel to take actions resulting in the award of U.S. Army contracts to CREC Group and Company A;

It was further part of the conspiracy that Defendant **Anthony R. Williams**, would corruptly demand, seek, receive, and accept things of value from J.D.Y., in exchange for using his status as an active duty Colonel to take actions resulting in the award of U.S. Army contracts to CREC Group and Company A;

It was further part of the conspiracy that Calvin D. Lawyer would corruptly offer, promise, and give bribes and inducements to Anthony Tyrone Roper, a public official, in exchange for using his status as an active duty Colonel to take actions resulting in the award of U.S. Army contracts to CREC Group and Company A;

It was further part of the conspiracy that Anthony Tyrone Roper would corruptly demand, seek, receive, and accept things of value from coconspirator Calvin Lawyer, in exchange for using his status as an active duty Colonel to take actions resulting in the award of U.S. Army contracts to CREC Group and Company A;

It was further part of the conspiracy that Calvin Lawyer would corruptly offer, promise, and give bribes and inducements to Anthony T. Roper, who was also a public official, to include, bribe payments, and other things of value, in exchange for taking actions in connection with the award of U.S. Army contracts;

It was further part of the conspiracy that some of the conspirators would provide false and fraudulent documents and information to the U.S. Army, the U.S.

SBA, government contractors, and others for the purpose of fraudulently obtaining and maintaining millions of dollars' worth of U.S. Army and private company contracts; and,

It was further part of the conspiracy that between 2008 and 2014, J.D.Y would hire the spouse of Defendant Anthony R. Williams, and pay her more than \$1.2 million in salary and commissions for a "no-show" job at Company A, as bribes and inducements to Defendant **Anthony R. Williams** in exchange for using his status as an active duty Colonel to take actions resulting in the award of U.S. Army contracts to CREC Group and Company A.

Overt Acts

In furtherance of the conspiracy and to affect the illegal objects of the conspiracy, the following overt acts, among others, were committed in Richmond County, within the Southern District of Georgia, and elsewhere:

Between in or about 2007 and 2008, Defendant **Anthony R. Williams**, Anthony Tyrone Roper, Calvin D. Lawyer, and J.D.Y. met in Washington D.C. to discuss, among other things, steering and awarding U.S. Army contracts to CREC Group and Company A, in return for payment of bribes to **Anthony R. Williams** and Anthony T. Roper;

In or about April 2008, Anthony R. Williams met with J.D.Y and another individual in Herndon, Virginia, to discuss efforts at getting Company A on one or more U.S. Army contracts;

From in or about 2008 through at least through 2015, Calvin D. Lawyer, aided

and abetted by others, corruptly offered, promised, and paid \$200,000 in bribes to Anthony T. Roper while Roper was an active-duty Colonel; and,

From in or about 2008 through 2014, J.D.Y. paid the spouse of Defendant **Anthony R. Williams** more than \$1.2 million in salary and commissions for a “no-show” job at J.Y. & Associates, as bribes and inducements to Defendant **Anthony R. Williams** in exchange for using his status as an active duty Colonel to take actions resulting in the award of U.S. Army contracts to CREC Group and Company A.

3. Possible Sentence

Defendant’s guilty plea will subject him to the following maximum possible sentence: 5 years’ imprisonment, 3 years’ supervised release, a \$250,000 fine, such restitution as may be ordered by the Court, and forfeiture of all forfeitable assets. The Court additionally must impose a \$100 special assessment per count of conviction.

4. No Promised Sentence

No one has promised Defendant that the Court will impose any particular sentence or a sentence within any particular range. The Court is not bound by any estimate of sentence given or recommendations made by Defendant’s counsel, the government, the U.S. Probation Office, or anyone else. The Court may impose a sentence up to the statutory maximum. Defendant will not be allowed to withdraw his plea of guilty if he receives a more severe sentence than he expects.



5. Court's Use of Sentencing Guidelines

The Court is obligated to use the United States Sentencing Guidelines to calculate the applicable guideline range for Defendant's offense. The Sentencing Guidelines are advisory; the Court is not required to impose a sentence within the range those Guidelines suggest. The Court will consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), in determining the Defendant's sentence. The Sentencing Guidelines are based on all of Defendant's relevant conduct, pursuant to U.S.S.G. § 1B1.3, not just the conduct underlying the particular Count or Counts to which Defendant is pleading guilty.

6. Agreements Regarding Sentencing Guidelines

a. Use of Information

The government is free to provide full and accurate information to the Court and U.S. Probation Office for use in calculating the applicable Sentencing Guidelines range. However, any incriminating information provided by the defendant during his cooperation will not be used in determining the applicable Guidelines range, pursuant to Section 1B1.8 of the Sentencing Guidelines.

b. Acceptance of Responsibility

The government will not object to a recommendation by the U.S. Probation Office that Defendant receive a two-level reduction in offense level for acceptance of responsibility pursuant to Section 3E1.1(a) of the Sentencing Guidelines. If the U.S. Probation Office makes that recommendation, and Defendant's offense level is 16 or

greater prior to any reduction for acceptance of responsibility, the government will move for an additional one-level reduction in offense level pursuant to Section 3E1.1(b) of the Sentencing Guidelines based on Defendant's timely notification of his intention to enter a guilty plea.

7. Other Agreements

a. Forbearance of Other Prosecutions of Defendant in the Southern District of Georgia

The government agrees to forbear prosecution of all other federal offenses committed by Defendant within the Southern District of Georgia which are disclosed by Defendant as a part of the Defendant's cooperation under this agreement, **EXCEPT crimes of violence, perjury, false statements, obstruction of justice, tax, and civil rights offenses.**

b. Forbearance of Prosecution of V.W. in the Southern District of Georgia

The government agrees to forbear prosecution of Defendant's spouse, who goes by the initials V.W., for all federal offenses committed by her within the Southern District of Georgia **EXCEPT crimes of violence, perjury, false statements, obstruction of justice, tax, and civil rights offenses.**

8. Cooperation

a. Complete and Truthful Cooperation Required

Defendant must provide full, complete, candid, and truthful cooperation in the investigation and prosecution of the offenses charged in his Indictment and any related offenses. Defendant shall fully and truthfully disclose his knowledge of those

offenses and shall fully and truthfully answer any question put to him by law enforcement officers about those offenses.

This agreement does not require Defendant to “make a case” against any particular person. His benefits under this agreement are conditioned only on his cooperation and truthfulness, not on the outcome of any trial, grand jury, or other proceeding.

b. Motion for Reduction in Sentence Based on Cooperation

The government, in its **sole discretion**, will decide whether Defendant’s cooperation qualifies as “substantial assistance” pursuant to U.S.S.G. § 5K1.1 or Fed. R. Crim. P. 35 and thereby warrants the filing of a motion for downward departure or reduction in Defendant’s sentence. If such a motion is filed, the Court, in its sole discretion, will decide whether, and to what extent, Defendant’s sentence should be reduced. The Court is not required to accept any recommendation by the government that the Defendant’s sentence be reduced.

9. Forfeiture

a. Defendant hereby agrees to the entry of an Order of Forfeiture reflecting a money judgment in the amount of \$ 1,202,861.60, said sum constituting the gross proceeds Defendant obtained as a result of the offense to which he has agreed to plead guilty, as determined by the Court at sentencing.

b. Defendant acknowledges that the government may move at any time, pursuant to Fed. R. Crim. P. 32.2(e) to forfeit as substitute assets specific property of Defendant having a value up to the amount of the money judgment entered by the

Court. In the event the government exercises its right to forfeit substitute assets, the Defendant agrees to take all steps requested by the government to pass clear title to the substitute property to the government.

c. Defendant agrees to hold the government and its agents and employees harmless from any claims made in connection with the seizure, forfeiture, or disposal of property connected to this case. Defendant further agrees to waive the requirements of the Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

d. Defendant waives and abandons his interest in any other property that may have been seized in connection with this case. Additionally, Defendant waives any and all challenges on any grounds to the seizure, forfeiture, and disposal of any property seized in connection with this case. Defendant specifically agrees to waive any challenges arising under the Double Jeopardy Clause of the Fifth Amendment and the Excessive Fines Clause of the Eighth Amendment.

10. Financial Obligations and Agreements

a. Restitution

The amount of restitution ordered by the Court shall include restitution for the full loss caused by Defendant's total criminal conduct. Restitution is not limited to the specific counts to which Defendant is pleading guilty. Any restitution judgment is intended to and will survive Defendant, notwithstanding the abatement of any underlying criminal conviction.

b. Special Assessment

Defendant agrees to pay a special assessment in the amount of \$100, payable to the Clerk of the United States District Court, which shall be due immediately at the time of sentencing.

c. Required Financial Disclosures

By the date that Defendant enters a guilty plea, Defendant shall complete a financial disclosure form listing all his assets and financial interests, whether held directly or indirectly, solely or jointly, in his name or in the name of another. Defendant shall sign the financial disclosure form under penalty of perjury and provide that form to the Financial Litigation Unit of the United States Attorney's Office and to the United States Probation Office. Defendant authorizes the United States to obtain credit reports on Defendant and to share the contents of those reports with the Court and the United States Probation Office. Defendant also authorizes the United States Attorney's Office to inspect and copy all financial documents and information held by the United States Probation Office.

d. Financial Examination

Defendant will submit to an examination under oath on the issue of his financial disclosures and assets if deemed necessary by the United States. Such examination will occur not later than 30 days after the entry of Defendant's guilty plea.

e. No Transfer of Assets

Defendant certifies that he has made no transfer of assets in contemplations of this prosecution for the purpose of evading or defeating financial obligations or forfeiture created by this Agreement or that may be imposed upon him by the Court at sentencing. Defendant promises that he will make no such transfers in the future.

f. Material Change in Circumstances

Defendant agrees to notify the United States of any material change in circumstances, as described in 18 U.S.C. § 3664(k), that occurs prior to sentencing in this case. Such notification will be made within seven days of the event giving rise to the changed circumstances, and in no event later than the date of sentencing.

g. Enforcement

Any payment schedule imposed by the Court is without prejudice to the United States to take all actions and remedies available to it to collect the full amount of the financial obligations imposed by the judgment of the Court in this case. Defendant understands and agrees that the financial obligations and forfeiture imposed by the judgment of the Court in this case will be placed on the Treasury Offset Program so that any federal payment that Defendant receives may be offset and applied to the judgment debt without regard to or affecting any payment schedule imposed by the Court.

11. Waivers

a. Waiver of Appeal

Defendant entirely waives his right to a direct appeal of his conviction and sentence on any ground (including any argument that the statute to which the defendant is pleading guilty is unconstitutional or that the admitted conduct does not fall within the scope of the statute). The only exceptions are that the Defendant may file a direct appeal of his sentence if (1) the court enters a sentence above the statutory maximum, (2) the court enters a sentence above the advisory Sentencing Guidelines range found to apply by the court at sentencing; or (3) the Government appeals the sentence. Absent those exceptions, Defendant explicitly and irrevocably instructs his attorney not to file an appeal.

b. Waiver of Collateral Attack

Defendant entirely waives his right to collaterally attack his conviction and sentence on any ground and by any method, including but not limited to a 28 U.S.C. § 2255 motion. The only exception is that Defendant may collaterally attack his conviction and sentence based on a claim of ineffective assistance of counsel.

c. FOIA and Privacy Act Waiver

Defendant waives all rights, whether asserted directly or through a representative, to request or receive from any department or agency of the United States any record pertaining to the investigation or prosecution of this case under the authority of the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, and all subsequent amendments thereto.

d. Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410 Waiver

Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence ordinarily limit the admissibility of statements made by a defendant during the course of plea discussions or plea proceedings. Defendant knowingly and voluntarily waives the protections of these rules. If Defendant fails to plead guilty, or his plea of guilty is later withdrawn, all of Defendant's statements in connection with this plea, and any leads derived therefrom, shall be admissible for any and all purposes.

12. Defendant's Rights

Defendant has the right to be represented by counsel, and if necessary have the court appoint counsel, at trial and at every other critical stage of the proceeding. Defendant possesses a number of rights which he will waive by pleading guilty, including: the right to plead not guilty, or having already so pleaded, to persist in that plea; the right to a jury trial; and the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

13. Satisfaction with Counsel

Defendant has had the benefit of legal counsel in negotiating this agreement. Defendant believes that his attorney has represented him faithfully, skillfully, and diligently, and he is completely satisfied with the legal advice given and the work performed by his attorney.



14. Breach of Plea Agreement

If Defendant fails to plead guilty, withdraws or attempts to withdraw his guilty plea, commits any new criminal conduct following the execution of this agreement, or otherwise breaches this agreement, the government is released from all of its agreements regarding Defendant's sentence, including any agreements regarding the calculation of Defendant's advisory Sentencing Guidelines. In addition, the government may declare the plea agreement null and void, reinstate any counts that may have been dismissed pursuant to the plea agreement, and/or file new charges against Defendant that might otherwise be barred by this plea agreement. Defendant waives any statute-of-limitations or speedy trial defense to prosecutions reinstated or commenced under this paragraph.

15. Entire Agreement


This agreement contains the entire agreement between the government and Defendant.

  
BOBBY L. CHRISTINE  
UNITED STATES ATTORNEY

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian T. Rafferty  
New York Bar No. 2809440  
Chief, Criminal Division

3/21/19  
Date

  
\_\_\_\_\_  
Michael A. Marchman  
Special Assistant United States Attorney  
New York Bar No. 5531843

I have read and carefully reviewed this agreement with my attorney. I understand each provision of this agreement, and I voluntarily agree to it. I hereby stipulate that the factual basis set out therein is true and accurate in every respect.

Dec 21, 2018  
Date

[Signature]  
Defendant

I have fully explained to Defendant all of his rights, and I have carefully reviewed each and every part of this agreement with him. I believe that he fully and completely understands it, and that his decision to enter into this agreement is an informed, intelligent, and voluntary one.

12/21/2018  
Date

[Signature]  
Defendant's Attorney

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION

UNITED STATES OF AMERICA

v.

ANTHONY R. WILLIAMS

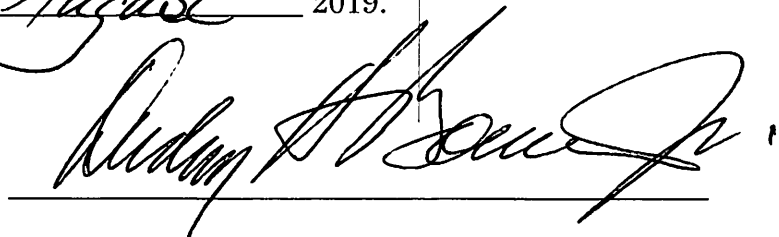
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ORDER

The aforesaid Plea Agreement, having been considered by the Court in conjunction with the interrogation by the Court of the defendant and the defendant's attorney at a hearing on the defendant's motion to change his plea and the Court finding that the plea of guilty is made freely, voluntarily and knowingly, it is thereupon,

ORDERED that the plea of guilty by defendant be, and it is, hereby accepted and the foregoing Plea Agreement be, and it is, hereby ratified and confirmed.

This 30<sup>th</sup> day of August 2019.

A handwritten signature in black ink, appearing to read "Rudolph H. ...", is written over a horizontal line.

JUDGE, UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA