

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA

v.

IFEDIORA OLİ,

Defendant.

Case No. 24-CR-275-TSC-1

STATEMENT OF OFFENSE

Pursuant to Federal Rule of Criminal Procedure 11, the United States of America, by and through its attorney, the United States Attorney for the District of Columbia, and the defendant, Ifediora Oli, with the concurrence of his attorney, agree and stipulate to the below factual basis for the defendant's guilty plea—that is, if this case were to proceed to trial, the parties stipulate that the government could prove the below facts beyond a reasonable doubt:

Overview

1. The defendant, Ifediora Oli, knowingly agreed with others to commit federal crimes by devising and executing a scheme and artifice to: (i) defraud the District of Columbia (the “District” or “D.C.”) and the Washington Metropolitan Area Transit Authority (“WMATA”) of money and property by means of false and fraudulent pretenses, representations, and promises; and (ii) defraud and deprive WMATA, the District, and the District's citizens of the honest services of a public official through bribery and kickbacks. As a result of actions taken by the defendant and his co-conspirators, a company owned and operated by the defendant improperly received over \$1 million in funds originating from government contracts. This caused an actual loss of more than \$150,000 to government agencies.

Relevant Individuals and Entities

2. At all times relevant to the offense, Oli was the Principal of Highbury Global Group, Inc. (“Highbury”). In addition, Oli worked for the United States Department of Agriculture (“USDA”) as an engineer.

3. Oli was friends with Obinna Ogbu. Ogbu worked at WMATA as an Information Technology (“IT”) Customer Support Manager. Ogbu began his employment at WMATA in 2016.

4. Bridgette Crowell was employed at WMATA as a contract administrator. Ogbu and Crowell met at WMATA. They began a romantic relationship in or around 2017. By early 2018, Oli was communicating with Crowell.

5. After Crowell stopped working at WMATA in 2019, she started working at the District’s Office of Contracting and Procurement (“OCP”) as a contracting specialist. In this capacity, Crowell worked within OCP to help manage government contracting activities such as advertising, negotiation, price analysis, bid selection, and contract implementation. Crowell worked at OCP as a contracting specialist until the fall of 2023.

6. On January 21, 2021, Highbury registered to do business in the District. Ogbu was listed as Highbury’s Resident Agent on the registration.

7. In July 2021, Ogbu registered The Nupath Company (“Nupath”). Oli was aware that Ogbu had created Nupath.

Highbury’s Ill-Gotten Business Opportunities Involving WMATA

8. Beginning in 2018, Oli and Ogbu agreed to use Ogbu’s official position at WMATA and access to Crowell to steer government contracting business to Highbury. In return, Oli gave things of value to Ogbu.

9. In January 2018, Ogbu was designated as a Contracting Officer Technical Representative (“COTR”) for a WMATA contract seeking support services for WMATA’s IT Helpdesk (the “IT Helpdesk Support Services Contract”). Ogbu also led the Technical Evaluation Team (“TET”) for the contract.

10. Ogbu wrote the statement of work for the IT Helpdesk Support Services Contract.

11. The IT Helpdesk Support Services Contract was awarded to a private company. Ogbu used his position and influence to get the private company to continue to use Highbury—which was already being used by WMATA at that time because of Ogbu’s previous efforts—until that private company was able to get its own provider for delivery services.

12. Through 2018 and 2019, Highbury earned \$89,108.00 for its work on the IT Helpdesk Support Services Contract. During this time, Oli gave Ogbu things of value, usually in the form of cash payments stemming from Highbury profits.

13. Prior to and continuing after 2018, WMATA had contracted with private companies to help augment the staff WMATA used for IT-related services (the “IT Staff Augmentation Contract”). Beginning in 2018, Ogbu used his position at WMATA and access to Crowell to steer business under the IT Staff Augmentation Contract to Highbury.

14. Ogbu drafted an independent cost estimate (“ICE”) for a task order to be funded through the IT Staff Augmentation Contract. Under the task order, WMATA would contract for additional IT positions to be staffed by contractors under Ogbu’s supervision.

15. Oli worked with potential prime contractors to get them to bid on the IT Staff Augmentation Contract with an agreement that Highbury, acting as a sub-contractor, would provide the prime contractors with the individuals who would do the work under the contract.

16. Prior to submission of any bids, Oli would communicate with Ogbu regarding which Highbury candidates the prime contractors would put forth as part of the prime contractors' bids.

17. Once prime contractors submitted their bids (with the Highbury candidates whom Ogbu was already aware of), Ogbu used his position at WMATA to "evaluate" the candidates (whom Ogbu had already evaluated in conversations with Oli before Oli sent the candidates to the prime contractors to use in the prime contractors' submissions to WMATA).

18. From 2018 through 2023, three separate prime contracting companies paid Highbury a combined total of over \$400,000.00 for Highbury's performance on WMATA contracts. During this time, Oli gave things of value to Ogbu with the understanding that they were for Ogbu's help obtaining and maintaining WMATA-related work for Highbury.

COVID-19 Testing Supplies Contract Through OCP

19. In January 2021, OCP began the process of helping the District's Department of Forensic Sciences ("DFS") hire a vendor to provide DFS with COVID-19 testing supplies (the "COVID-19 Testing Supplies Contract"). In her capacity as an OCP contracting specialist, Crowell managed the contract solicitation, offer, and award. Oli understood that Crowell would take official steps and otherwise misuse her official position to steer the COVID-19 Testing Supplies Contract to Highbury. The conspirators understood that, in exchange, Ogbu and Crowell would materially benefit from profits that Highbury made from the contract.

20. Crowell used her official position at OCP—and Oli and Ogbu used the inside non-public information they received from Crowell—to ensure that Highbury was awarded the COVID-19 Testing Supplies Contract.

21. The District ultimately paid Highbury over \$630,000 on the COVID-19 Testing Supplies Contract. Oli paid Ogbu over \$100,000 for his help obtaining the contract. Oli instructed Ogbu to give \$15,000 of the money in cash to Crowell for her assistance getting the contract.

The BDA Submissions

22. Around the same time that Highbury was carrying out and profiting from the COVID-19 Testing Supplies Contract, Crowell alerted Oli and Ogbu that the District planned to issue a solicitation involving third-party procurement of certain bi-directional amplifier monitoring services (the “BDA Contract”).

23. Oli, Ogbu, and Crowell agreed to coordinate on the submission of multiple bids on the BDA Contract under the guise that each bid was independent. Oli submitted one bid on behalf of Highbury. Ogbu submitted another bid on behalf of Nupath. Crowell used her official position at OCP to provide Oli and Ogbu with pre-award non-public information about the contract.

24. Ultimately, neither Highbury nor Nupath was awarded the BDA Contract.

Falsification of Records

25. Throughout the conspiracy and in furtherance of it, Oli falsified WMATA and District contracting documents to conceal his and Highbury’s connections to Ogbu and Crowell.

26. In addition, as part of his USDA employment, Oli was required to complete and file an annual “Confidential Financial Disclosure Report.” This annual financial disclosure was made on a U.S. Office of Government Ethics (“OGE”) form referred to as the “OGE Form 450.” The OGE Form 450 noted that its purpose was to “assist employees and their agencies in avoiding conflicts between official duties and private financial interests or affiliations.” As a USDA employee, Oli’s annual completion of the OGE Form 450 was meant to allow USDA to assess and determine if his outside activities risked creating a real or apparent conflict of interest.

27. The OGE Form 450 included a warning stating that: “Falsification of information or failure to file or report information required to be reported may subject you to disciplinary action by your employing agency or other authority. Knowing and willful falsification of information required to be reported may also subject you to criminal prosecution.”

28. Oli repeatedly falsified his annual OGE Form 450 filings in order to hinder the USDA’s ability to identify, investigate, and assess his activities with Highbury and any conflict of interests they may have caused. Specifically, though the form required Oli to report \$1,000 or more in income earned from any source for the preceding year, Oli submitted OGE 450 Forms without identifying reportable income that he had received from Highbury during the previous twelve months. Oli executed OGE 450 Forms that were falsified in this manner on: February 19, 2019; January 30, 2020; January 21, 2021; February 3, 2022; February 2, 2023; and February 20, 2024.

29. Oli also lied to special agents from the Federal Bureau of Investigation (“FBI”) when they first approached him and asked him about the criminal conduct described above.

Respectfully submitted,

MATTHEW M. GRAVES
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DEFENDANT'S ACCEPTANCE

I have read every word of this Statement of Offense. Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, after consulting with my attorney, John O. Iweanoge, I agree and stipulate to this Statement of Offense. The Statement of Offense is a summary made for the purpose of providing the Court with a factual basis for my guilty plea. It does not include all of the facts known to me regarding these offenses. I make this statement knowingly and voluntarily because I am in fact guilty of the crimes to which I am pleading.

6/4/24
Date



IFEDIORA OLİ
Defendant

ATTORNEY'S ACKNOWLEDGMENT

I have read this Statement of Offense and have reviewed it with my client fully. I concur in my client's desire to adopt and stipulate to this Statement of Offense.

06/05/2024
Date



JOHN O. IWEANOGE, II
Attorney for Ifediora Oli