

1 2. JIATF South, located in Key West, Florida, was an
2 interagency task force operating under the U.S. Southern Command. It
3 comprised all five U.S. armed services and all relevant federal law
4 enforcement and intelligence agencies. JIATF South coordinated and
5 integrated interagency counter-drug operations, and was responsible
6 for the detection and monitoring of suspect air and maritime drug
7 activity in the Caribbean Sea, Gulf of Mexico and elsewhere.

8 3. Defendant GARY ALEXANDER was a public official employed by
9 the U.S. Department of the Navy at SPAWAR. As such, he had an
10 inherent, fiduciary duty to provide SPAWAR, the U.S. Department of the
11 Navy and the citizens of the United States with their intangible right
12 of honest services, to be performed free from corruption, bribery,
13 fraud, undue influence, conflict of interest and deceit.

14 4. Defendant GARY ALEXANDER was a software engineer assigned
15 to work on the JIATF South Project. He later became the project's
16 manager, as well as the head of the Air Surveillance and
17 Reconnaissance Branch at SPAWAR. Ultimately, defendant GARY ALEXANDER
18 had duties which included managing a work force, and organizing,
19 planning and directing new and ongoing work. He had broad authority
20 to perform all actions necessary to meet the needs of the JIATF South
21 Project, including determining the nature and scope of the work to be
22 done, coordinating personnel to meet each task, reviewing cost
23 proposals and purchase requests, and certifying the appropriate use
24 of the funds.

25 5. Defendant KELLY ALEXANDER was defendant GARY ALEXANDER's
26 wife. She, too, was a public official employed at SPAWAR and, as
27 such, also had an inherent, fiduciary duty to provide SPAWAR, the U.S.
28 Department of the Navy and the citizens of the United States with

1 their intangible right of honest services, to be performed free from
2 corruption, bribery, fraud, undue influence, conflict of interest and
3 deceit.

4 6. High Technology Solutions, Inc. (HTS), was a San Diego-based
5 company which provided communications systems engineering and
6 operational outsourcing to federal government agencies. In 2004, HTS
7 was acquired by Wireless Facilities, Inc. (WFI), another San Diego-
8 based company, which designed, integrated and managed wireless
9 telecommunications networks and security systems. In 2007, WFI
10 changed its name to Kratos Defense Security Solutions, Inc. (Kratos),
11 and concentrated its business on mission-critical engineering and
12 information technology services for defense agencies in the federal
13 government.

14 7. HTS, WFI and Kratos were each prime contractors with SPAWAR,
15 providing operational support to JIATF South and its predecessor
16 entities. In particular, Kratos contracted with SPAWAR to provide
17 long-term operations and maintenance, engineering and technical
18 services, computer programming, materials management and logistics
19 support for JIATF South systems located in Key West, San Diego and
20 off-site locations. At times, HTS, WFI and Kratos subcontracted their
21 responsibilities to other companies.

22 8. HTS, WFI and Kratos submitted vouchers to the Government,
23 and were paid with U.S. Government funds disbursed from the Defense
24 Finance and Accounting Service (DFAS). The vouchers included the
25 costs associated with their subcontractors, if any.

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1 9. Defendant JACKIE GODWIN was employed first by HTS, and then
2 by WFI and Kratos. At all three companies, GODWIN was the manager of
3 the project associated with JIATF South or its predecessor entities.
4 As Kratos' Project Manager, defendant GODWIN was the direct
5 counterpart to defendant GARY ALEXANDER, and exercised similarly broad
6 authority and responsibility for the overall management, oversight and
7 completion of tasks required under the contract between Kratos and
8 SPAWAR concerning the JIATF South Project, including the hiring of
9 employees and subcontractors, supervision of employees, coordination
10 of work and approval of expenses for payment by the U.S. Government.

11 10. Defendant ELIZABETH RAMOS owned and operated Technical
12 Logistics Corporation (TLC), a company located in National City,
13 California, that provided professional and support services in the
14 defense and commercial sectors. TLC was awarded several subcontracts
15 by prime contractors, including HTS, WFI and Kratos, to supply
16 engineering and technical support services for the JIATF South
17 Project. TLC was paid with U.S. Government funds.

18 11. Defendant LOUIS WILLIAMS was defendant RAMOS' husband, and
19 was a co-owner of TLC. He was also a long-time friend of defendant
20 GARY ALEXANDER.

21 12. Pamela Banks (charged elsewhere) owned and operated Advance
22 Technical Solutions (ATS), a document scanning company which she
23 operated from her home in San Diego. ATS was awarded several
24 subcontracts by Kratos to scan documents for the JIATF South Project.
25 As a subcontractor to Kratos, ATS was paid with U.S. Government funds.

26 13. Defendant SINTHIA NARES was defendant GARY ALEXANDER's
27 mistress. She was employed, at various times, by ATS, TLC and Kratos,
28 and was paid with U.S. Government funds.

1 The Scheme to Defraud

2 14. From in or about late 1999 to in or about May 2008, within
3 the Southern District of California and elsewhere, defendants GARY
4 ALEXANDER, KELLY ALEXANDER, JACKIE GODWIN, ELIZABETH RAMOS, LOUIS
5 WILLIAMS and SINTHIA NARES, and others known and unknown to the grand
6 jury, knowingly devised and intended to devise a material scheme and
7 artifice to defraud, including to deprive SPAWAR, the U.S. Department
8 of the Navy and the citizens of the United States of their intangible
9 right of honest services of their public officials to be performed
10 free from corruption, bribery, fraud, undue influence, conflict of
11 interest and deceit, and to obtain money and property by means of
12 materially false and fraudulent pretenses, representations and
13 promises, and the intentional concealment, failure to disclose and
14 omission of material facts.

15 15. It was part of the scheme to defraud that the defendants and
16 others obtained money and property from the U.S. Government through
17 the use of bribery, fraud, undue influence, conflict of interest,
18 deceit, materially false and fraudulent pretenses, and the intentional
19 concealment of material facts.

20 16. It was further part of the scheme to defraud that defendant
21 GARY ALEXANDER violated his fiduciary duty of honest services, and
22 used his official position at SPAWAR to ensure that certain
23 individuals, in whom he had a personal, romantic and financial
24 interest, received and continued to receive money and property from
25 the U.S. Government through employment by either a SPAWAR prime
26 contractor or subcontractor.

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1 17. It was further part of the scheme to defraud that defendants
2 GARY ALEXANDER and KELLY ALEXANDER sought, received and accepted
3 bribes, in the form of cash, a Rolex watch, men's clothing and other
4 items of value, from defendants RAMOS and WILLIAMS, in exchange for
5 defendant GARY ALEXANDER exerting his influence as a public official
6 to ensure that defendant RAMOS and WILLIAMS' company, TLC, was hired
7 and was continued to be hired as a subcontractor.

8 18. It was further part of the scheme to defraud that defendants
9 GARY ALEXANDER and KELLY ALEXANDER sought, received and accepted
10 bribes, in the form of cash, from Pamela Banks, in exchange for
11 defendant GARY ALEXANDER exerting his influence as a public official
12 to ensure that Banks' company, ATS, was hired and was continued to be
13 hired as a subcontractor.

14 19. It was further part of the scheme to defraud that defendant
15 GARY ALEXANDER deliberately failed to disclose to SPAWAR and
16 Government officials that he was receiving bribes from defendants
17 RAMOS and WILLIAMS, and from Banks, and thus had a financial interest
18 in their employment as subcontractors.

19 20. It was further part of the scheme to defraud that defendant
20 GARY ALEXANDER, in order to ensure that defendants RAMOS and WILLIAMS,
21 and Pamela Banks, received money from the U.S. Government as agreed,
22 directed prime contractors, including defendant GODWIN, to hire and
23 continue to hire TLC and ATS as subcontractors.

24 21. It was further part of the scheme to defraud that defendant
25 GODWIN hired TLC and ATS as subcontractors, as directed by defendant
26 GARY ALEXANDER, and deliberately failed to disclose to both Kratos and
27 SPAWAR officials the true justification for their hiring.

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1 22. It was further part of the scheme to defraud that defendant
2 GARY ALEXANDER directed defendants RAMOS and WILLIAMS to hire
3 defendant NARES as a TLC employee, and thus ensure that she, too,
4 receive money from the U.S. Government.

5 23. It was further part of the scheme to defraud that defendants
6 RAMOS and WILLIAMS hired defendant NARES as a TLC employee, as
7 directed by defendant GARY ALEXANDER, and charged her salary to the
8 U.S. Government.

9 24. It was further part of the scheme to defraud that, after
10 defendant NARES resigned from TLC, she and defendant GARY ALEXANDER
11 devised another way for defendant NARES to continue to receive money
12 from the U.S. Government. Defendant NARES established her own
13 company, and defendant GARY ALEXANDER directed defendant GODWIN to
14 hire defendant NARES' company as a subcontractor on an impending
15 contract. Before the matter was finalized, SPAWAR officials removed
16 defendant GARY ALEXANDER from his position as manager of the JIATF
17 South Project. The new Project Manager learned of the contract and
18 cancelled it, over the strong objections of defendant GARY ALEXANDER,
19 because it was not justified.

20 25. It was further part of the scheme to defraud that, after
21 defendant NARES' company was not hired as a subcontractor, she and
22 defendant GARY ALEXANDER devised another way for defendant NARES to
23 continue to receive money from the U.S. Government. Defendant GARY
24 ALEXANDER directed defendant GODWIN to hire defendant NARES directly,
25 as a Kratos employee, and pay her an exorbitant salary. Defendant
26 GODWIN did so, and charged her salary to the U.S. Government.

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1 26. It was further part of the scheme to defraud that the
2 defendants caused fraudulent bills to be submitted to and paid by the
3 U.S. government for personal goods and services, including computer
4 database repair for defendant NARES; cell phone service for defendant
5 GARY ALEXANDER and for defendant GODWIN and his wife; a 52-inch high
6 definition television and PlayStation-3 system for defendant G.
7 ALEXANDER; a 40-inch high definition television, home entertainment
8 system and Blu-ray disc player for defendant NARES; and an SLR digital
9 camera, global positioning system, 52-inch high definition television
10 and home entertainment system for defendant GODWIN.

11 27. It was further part of the scheme to defraud that defendant
12 GODWIN encouraged Banks to lie to investigating authorities when
13 questioned about the circumstances surrounding her employment as a
14 subcontractor.

15 28. It was further part of the scheme to defraud that defendant
16 GODWIN lied to investigating authorities about various material
17 matters, including his interactions with the co-defendants and his
18 hiring of subcontractors and employees.

19 29. It was further part of the scheme to defraud that defendant
20 NARES lied to investigating authorities about various material
21 matters, including her employment at TLC and Kratos.

22 30. It was further part of the scheme to defraud that defendant
23 GARY ALEXANDER lied to investigating authorities about various
24 material matters, including his receipt of cash from defendants RAMOS
25 and WILLIAMS and others.

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1 The Wire Communications

2 31. On or about the dates set forth below, within the Southern
3 District of California and elsewhere, defendants GARY ALEXANDER, KELLY
4 ALEXANDER, JACKIE GODWIN, ELIZABETH RAMOS, LOUIS WILLIAMS and SINTHIA
5 NARES, for the purpose of executing and attempting to execute the
6 aforesaid scheme and artifice to defraud, did transmit and cause to
7 be transmitted by means of wire communications in interstate commerce,
8 certain writings, signs, signals, pictures, and sounds as more
9 particularly described below according to each count:

10	<u>Count</u>	<u>Date</u>	<u>Wire Communication</u>
11	1	April 22, 2005	Electronic transmission of voucher from WFI in California to DFAS in Ohio
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13	2	March 6, 2006	Electronic transmission of voucher from WFI in California to DFAS in Ohio
14			
15	3	October 23, 2006	Electronic transmission of voucher from WFI in California to DFAS in Ohio
16			
17	4	November 9, 2006	Electronic transmission of voucher from WFI in California to DFAS in Ohio
18			
19	5	March 19, 2007	Electronic transmission of voucher from WFI in California to DFAS in Ohio
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21	6	August 30, 2007	Electronic transmission of voucher from WFI in California to DFAS in Ohio
22			
23	7	October 19, 2007	Electronic transmission of voucher from Kratos in California to DFAS in Ohio
24			
25	8	February 8, 2008	Electronic transmission of voucher from Kratos in California to DFAS in Ohio

24 Each count in violation of Title 18, United States Code,
25 Sections 1343, 1346 and 2.

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Count 11

1. The Grand Jury realleges paragraphs 1 through 13 of Count 1 as if fully set forth herein.

2. From in or about summer to early fall of 2005 to in or about May 2008, within the Southern District of California and elsewhere, defendants GARY ALEXANDER and KELLY ALEXANDER, being public officials employed by the U.S. Department of the Navy, did, directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept, a thing of value, that is, U.S. currency, from Pamela Banks (charged elsewhere), in return for defendant GARY ALEXANDER being influenced in the performance of an official act, that is, ensuring that Banks' company, ATS, was hired to perform work required under Government contracts; in violation of Title 18, United States Code, Sections 201(b)(2)(A) and 2.

Count 12

1. The Grand Jury realleges paragraphs 1 through 13 of Count 1 as if fully set forth herein.

2. From in or about late 1999 to in or about May 2008, within the Southern District of California and elsewhere, defendant GARY ALEXANDER, being an employee of the U.S. Department of the Navy, knowingly and willfully participated personally and substantially as a Government employee, through decision, approval, recommendation, the rendering of advice, and otherwise, in contracts and claims in which defendant GARY ALEXANDER and his spouse had a financial interest; in violation of Title 18, United States Code, Sections 208 and 216(a)(2).

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Count 15

On or about April 14, 2008, within the Southern District of California, defendants GARY ALEXANDER and KELLY ALEXANDER did willfully make and subscribe a joint Form 1040, U.S. Individual Income Tax Return, which was verified by a written declaration that it was made under the penalties of perjury and which the defendants did not believe to be true and correct as to every material matter. That income tax return, which was prepared and signed in the Southern District of California and was filed with the Internal Revenue Service, reported total income of \$156,223.00, whereas, as the defendants then and there well knew and believed, they received total income in addition to the amount stated in the return; all in violation of Title 26, United States Code, Section 7206(1).

Count 16

On or about May 20, 2008, within the Southern District of California, defendant JACKIE GODWIN, in a matter within the jurisdiction of the Defense Criminal Investigative Service (DCIS), an agency in the Executive branch of government, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations, that is, that he had not told anyone, and specifically Elizabeth Ramos, that a DCIS agent had called and scheduled an interview with him, when in truth and in fact, and as defendant JACKIE GODWIN then and there well knew, he personally had told both Elizabeth Ramos and Gary Alexander, the previous day, that a DCIS agent had called and scheduled an interview with him; all in violation of Title 18, United States Code, Section 1001.

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Count 19

On or about November 3, 2004, within the Southern District of California, defendant GARY ALEXANDER, in a matter within the jurisdiction of the Department of the Navy, an agency in the Executive branch of government, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a Form 450-A, "Confidential Certificate of No New Interests," in that defendant stated that neither he nor his spouse had any new reportable assets, sources of income or gifts, when in truth and in fact, and as defendant GARY ALEXANDER then and there well knew, he and his spouse had new reportable assets, sources of income and gifts; all in violation of Title 18, United States Code, Section 1001.

Count 20

On or about October 31, 2005, within the Southern District of California, defendant GARY ALEXANDER, in a matter within the jurisdiction of the Department of the Navy, an agency in the Executive branch of government, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a Form 450, "Confidential Financial Disclosure Report," in that defendant stated that neither he nor his spouse had any reportable assets, sources of income or gifts, when in truth and in fact, and as defendant GARY ALEXANDER then and there well knew, he and his spouse had reportable assets, sources of income and gifts; all in violation of Title 18, United States Code, Section 1001.

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Count 21

On or about January 30, 2007, within the Southern District of California, defendant GARY ALEXANDER, in a matter within the jurisdiction of the Department of the Navy, an agency in the Executive branch of government, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a Form 450, "Confidential Financial Disclosure Report," in that defendant stated that neither he nor his spouse had any reportable assets, sources of income or gifts, when in truth and in fact, and as defendant GARY ALEXANDER then and there well knew, he and his spouse had reportable assets, sources of income and gifts.

All in violation of Title 18, United States Code, Section 1001.

Count 22

On or about February 21, 2008, within the Southern District of California, defendant GARY ALEXANDER, in a matter within the jurisdiction of the Department of the Navy, an agency in the Executive branch of government, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a Form 450, "Confidential Financial Disclosure Report," in that defendant stated that neither he nor his spouse had any reportable assets, sources of income or gifts, when in truth and in fact, and as defendant ALEXANDER then and there well knew, he and his spouse had reportable assets, sources of income and gifts; all in violation of Title 18, United States Code, Section 1001.

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Count 23

On or about May 21, 2008, within the Southern District of California, defendant GARY ALEXANDER, in a matter within the jurisdiction of the Internal Revenue Service (IRS) and the Federal Bureau of Investigation (FBI), agencies in the Executive branch of government, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations, that is, that he never received any gifts or anything in excess of \$25 from anyone, including Louis Williams and Elizabeth Ramos, when in truth and in fact, and as defendant GARY ALEXANDER then and there well knew, he did receive gifts and other items in excess of \$25 from others, including Louis Williams and Elizabeth Ramos; all in violation of Title 18, United States Code, Section 1001.

Count 24

On or about May 21, 2008, within the Southern District of California, defendant SINTHIA NARES, in a matter within the jurisdiction of the Defense Criminal Investigative Service (DCIS) and the Federal Bureau of Investigation (FBI), agencies in the Executive branch of government, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations, that is, that she applied for a job at Kratos Defense and Security Solutions after seeing an advertisement for the job in a newspaper, when in truth and in fact, and as defendant SINTHIA NARES then and there well knew, she did not see an advertisement for the job in a newspaper; all in violation of Title 18, United States Code, Section 1001.

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- 1 b) one stainless steel and 18 karat gold gentleman's
2 Rolex watch, further described as an Oyster Perpetual
3 Datejust, finished with oyster bracelet #78363, and
4 registered case #T706001;
- 5 c) two Sony 52" Bravia XBR-Series, LCD high-definition
6 televisions (serial numbers 8164063 and 8168954);
- 7 d) one Sony 40" Bravia XBR-Series, LCD high-definition
8 television (serial number 8224483);
- 9 e) two Bose 3-2-1 GSX DVD home entertainment systems
10 (serial numbers 036601973511085AS and
11 03661973510203AS);
- 12 f) one Sony BDP-S300/SM Blu-ray disc player (serial
13 number 8362695);
- 14 g) one Sony BDP-S300/SM Blu-ray disc player;
- 15 h) two Sony Vaio VGN-AR770 laptop computers (serial
16 numbers AA13000001 and AA13000002);
- 17 i) one Sony PlayStation-3 system (serial number
18 CE924883536-CECHE01);
- 19 j) one Canon EOS-40D SLR digital camera (serial number
20 0520208192) and accessories; and,
- 21 k) one Garmin NUVI-660 Global Positioning System (serial
22 number 12P188491) and accessories.

23 All pursuant to Title 18, United States Code,
24 Section 981(a)(1)(C), and Title 28, United States Code,
25 Section 2461(c).

26 Proceeds of Bribery

27 1. The allegations contained in Counts 9 through 11 of this
28 indictment are hereby realleged and incorporated by reference for the
29 purpose of alleging forfeiture pursuant to Title 18, United States
30 Code, Section 981(a)(1)(C), and Title 28, United States Code,
31 Section 2461(c).

32 2. Upon conviction of the offense of bribery, in violation of
33 Title 18, United States Code, Section 201, as set forth in Counts 9
34 through 11 of this indictment, defendants GARY ALEXANDER, KELLY

1 ALEXANDER, ELIZABETH RAMOS and LOUIS WILLIAMS shall forfeit to the
2 United States any property constituting or derived from proceeds
3 traceable to such offense, including but not limited to:

- 4 a) a sum of money equal to the total amount of proceeds
5 obtained directly or indirectly as a result of the
6 offense;
- 7 b) one stainless steel and 18 karat gold gentleman's
8 Rolex watch, further described as an Oyster Perpetual
9 Datejust, finished with oyster bracelet #78363, and
10 registered case #T706001;
- 11 c) two Sony 52" Bravia XBR-Series, LCD high-definition
12 televisions (serial numbers 8164063 and 8168954);
- 13 d) one Sony 40" Bravia XBR-Series, LCD high-definition
14 television (serial number 8224483);
- 15 e) two Bose 3-2-1 GSX DVD home entertainment systems
16 (serial numbers 036601973511085AS and
17 03661973510203AS);
- 18 f) one Sony BDP-S300/SM Blu-ray disc player (serial
19 number 8362695);
- 20 g) one Sony BDP-S300/SM Blu-ray disc player;
- 21 h) two Sony Vaio VGN-AR770 laptop computers (serial
22 numbers AA13000001 and AA13000002); and,
- 23 i) one Sony PlayStation-3 system (serial number
24 CE924883536-CECHE01).

25 All pursuant to Title 18, United States Code,
26 Section 981(a)(1)(C), and Title 28, United States Code,
27 Section 2461(c).

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