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CLERK U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY Defendant JAMES DEPUTY**Statement of Facts**

1. From approximately 2006 through 2019, SORIANO worked at the Naval Information Warfare Center ("NIWC"), previously known as the Space and Naval Warfare Systems Center ("SPAWAR"), in San Diego, California. NIWC was a command of the United States Navy, a branch of the United States Department of Defense ("DoD"), which was a Department of the United States Government. In this capacity, SORIANO was a public official, as defined in 18 U.S.C. 201(a)(1). SORIANO worked as a civilian engineer and project lead at NIWC. As part of his duties at NIWC, SORIANO was a certified Contracting Officer Representative ("COR"). In his role at NIWC, SORIANO had the ability to influence the award of defense contracts.

2. Dawnell Parker (charged elsewhere) worked at NIWC from approximately August 2009 through August 2019. In approximately 2015, Parker transitioned to working directly with JAMES SORIANO, in an administrative capacity, supporting him in his COR duties at NIWC. In that role, Parker worked under the direction of SORIANO. Dawnell Parker was not a certified COR.

3. As a COR, SORIANO had various duties and responsibilities that were laid out in various sources, including Department of Defense Instruction ("DoDI") 5000.72, DoD Standard for Contracting Officer's Representative Certification; the Department of Defense COR Handbook; Federal Acquisition Regulations ("FAR") 1.602, 1.604, 3.101-1, and 3.104; the Defense Federal Acquisition Regulation Supplement ("DFARS") 201.602; the Defense Federal Acquisition Regulation Supplement Procedures,

Guidance, and Information ("DFARSPGI") 201.602-2, among other sources. As a COR, SORIANO was supposed to be the "eyes and ears" of the Contracting Officer on the contract, and a liaison between the Government and the contractor. During the pre-award phase, as the COR candidate, SORIANO was supposed to work with the Government contracting team in developing requirements, as well as evaluate contractor bids. During the post-award phase, as the COR, SORIANO was supposed to monitor and assess contractor performance, approve contractor invoices, and conduct contractor performance reviews, among other duties as assigned by the Contracting Officer. As a COR, it was SORIANO's responsibility to protect the integrity of the acquisition process by maintaining fairness in the Government's treatment of all firms.

4. In his position at NIWC PAC, SORIANO was required to file a yearly Office of Government Ethics ("OGE") Form 450. During the relevant time period the OGE Form 450 required that SORIANO truthfully report gifts totaling more than \$390 from any one source during the reporting period.

5. As a DoD employee, SORIANO's official duties also included those found in Department of Defense Directive 5500.07-R (Joint Ethics Regulations); 5 C.F.R. Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch); 5 C.F.R. Part 3601 (Supplemental Standards of Ethical Conduct for Employees of the DoD); and Executive Order 12674 (Principles of Ethical Conduct for Government Officers and Employees).

6. The Program Support Center ("PSC") at Department of Health and Human Services ("HHS") provided acquisition services,

including assisted acquisition services, to various Government agencies, including the DoD. In an assisted acquisition, one Government agency requests assistance in the procurement process from another agency. As part of the assisted acquisition process, PSC provided a contracting officer, and assisted with determining the correct contract vehicle to use for the acquisition. In carrying out its assisted acquisition services, PSC frequently delegated certain responsibilities for administering and monitoring its contracts to a COR.

7. There are various documents typically used in the Government contracting process, including the Request for Proposal ("RFP"), Statement of Work ("SOW") or Performance Work Statement ("PWS"), and Independent Government Cost Estimate ("IGCE") among other documents. The RFP, SOW, PWS, and IGCE are Government documents, that are supposed to be drafted by Government officials. JAMES SORIANO purported to draft these documents for the various DoD commands who did contracting through him and PSC.

The Intellipeak/Flores Conspiracy - 23-cr-2282-TWR

8. Intellipeak Solutions, Inc. ("Intellipeak") (charged elsewhere) was a defense contractor headquartered in Fredericksburg, Virginia. Intellipeak was a participant in the Small Business Administration 8(a) program and was therefore eligible for certain types of sole source and direct award contracts. Philip Flores (charged elsewhere) was the President and CEO of Intellipeak.

9. Beginning in or before March 2016, and continuing through at least October 29, 2019, SORIANO agreed with Philip

Flores, Intellipeak, Dawnell Parker and others to commit bribery. Specifically, SORIANO, being a public official, agreed to, directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value, including expensive meals and tickets to premiere sporting events, in return for being influenced in the performance of official acts and being induced to do or omit to do acts in violation of his official duties.

10. As part of the conspiracy, Flores and Intellipeak gave JAMES SORIANO things of value, including expensive meals and tickets to premiere sporting events including the World Series and the Super Bowl. In return for the stream of benefits from Flores and Intellipeak, SORIANO was influenced in the performance of official acts, exerted pressure on other officials to perform official acts, and advocated before and advised other officials, knowing and intending that such advocacy and advice would form the basis for their official acts, all to advance Flores' and Intellipeak's business interests with regards to DoD contracts and contracting, as questions, matters, and controversies relating to that business were brought to SORIANO's attention. In addition, SORIANO was induced to do or omit to do acts in violation of his official duties.

11. Specifically, as part of the conspiracy, SORIANO used sole source contracting through the SBA 8(a) program to steer DoD contracts to Intellipeak. SORIANO did so, knowing that Intellipeak was generally passing through all of the work on the contracts to other defense contractors, in violation of the rules for the SBA

8(a) program. SORIANO additionally falsified technical evaluation paperwork to ensure that Intellipeak received high ratings and would be awarded DoD contracts. In addition, SORIANO allowed Flores to draft Government documents including the PWS, SOW, RFP, and IGCE for contracting efforts, including competitive contracting efforts, before the contracts were awarded. As a result, Flores was able to draft the requirements for the contract, set the price the Government expected to pay for the services under that contract, and later bid below that expected price to win the contract. As a result of the conspiracy, Intellipeak was awarded millions of dollars in Government contracts.

12. During the course of the conspiracy, SORIANO, Flores, Intellipeak, Parker, and others took numerous overt acts in furtherance of the conspiracy.

13. As overt acts in furtherance of the conspiracy, Flores offered and gave and SORIANO accepted numerous things of value, as a stream of benefits, including the following:

- a. On March 31, 2016, Flores took SORIANO and Parker out to dinner at Ruth's Chris Steak House in Arlington, Virginia. Flores spent \$610.24 on the meal.
- b. On June 16, 2016, Flores took SORIANO and Parker to dinner at De Medici Cucina in San Diego, California. Flores paid \$697.47 for the meal.
- c. On January 10, 2017, Flores took SORIANO and Parker, and others, to dinner at Ruth's Chris Steakhouse in

Arlington, Virginia. Flores paid \$917.48 for the meal.

- d. On February 23, 2017, Flores hosted a luncheon meeting at the University Club in San Diego, California for SORIANO, Dawnell Parker and others. FLORES spent \$394.37 on the meal.
- e. On February 6, 2018, Flores took SORIANO and others out to dinner at the Bluewater Boathouse Grill in San Diego, California. Flores paid \$859.00 for dinner.
- f. On April 24, 2018, Flores took SORIANO and Dawnell Parker to dinner at the Athena Pallas restaurant in Arlington, Virginia. Flores spent \$208.96 on dinner.
- g. On May 7, 2018, Flores took SORIANO and Dawnell Parker out to dinner at Fat Tuna Grill in Williamsburg, Virginia. Flores spent \$519.43 on the meal.
- h. On July 16, 2018, Flores took SORIANO to dinner at Ruth's Chris in Arlington, Virginia. Flores spent \$452.35 on the meal.
- i. On October 28, 2018, Flores paid for SORIANO and SORIANO's wife to attend Game 5 of the World Series between the Boston Red Sox and the Los Angeles Dodgers at Dodger Stadium in Los Angeles, California. Flores, who attended the event with the

SORIANO, purchased their three field level box seats for \$7,161 and parking passes for \$315.98.

- j. On November 13, 2018, Flores took SORIANO and Dawnell Parker to dinner at Clyde's of Gallery Place in Washington, D.C. Flores spent \$396.58 on the meal.
- k. On February 3, 2019, SORIANO attended the 2019 Super Bowl with Flores in Atlanta, Georgia. Flores spent \$10,900 on the tickets.

14. In return for this stream of benefits, and as overt acts in furtherance of the conspiracy, SORIANO took various official acts, exerted pressure on other officials to perform official acts; and advocated before and advised other officials, knowing and intending that such advocacy and advice would form the basis for their official acts. SORIANO did so as part of the agreement with Flores, to advance Flores' and Intellipeak's business interests with regards to DoD contracts and contracting, as Flores brought questions, matters, and controversies relating to that business to SORIANO's attention and as opportunities arose. SORIANO also did or omitted to do acts in violation of his official duties. For example:

- a. A few days after the dinner at Ruth's Chris, on April 4, 2016, SORIANO sent PSC a Team Technical Summary Document, giving a positive evaluation to Intellipeak for an 8(a) direct award. On the document, SORIANO falsely claimed that two individuals, who had not participated in the technical evaluation and who did not know that their

names were being used in this manner, had also technically evaluated Intellipeak. The following day, as a result of the positive technical evaluation by SORIANO, PSC awarded Intellipeak an 8(a) Direct Award Contract with a total potential award value of approximately \$991,489.78.

- b. On June 1, 2016, SORIANO directed that a contract for the Naval Expeditionary Combat Command ("NECC") was going to be a "Streamline to Intellipeak[.]" As a result of SORIANO's advocacy, on July 8, 2016, PSC awarded INTELLIPEAK an 8(a) Direct Award Contract HHSP233201600132A, with a total potential award value of approximately \$ 4,184,453.90 for the NECC work.
- c. On July 15, 2016, SORIANO allowed Flores to draft a PWS and IGCE for a new contracting effort for the Naval Computer and Telecommunications Station ("NCTS") in San Diego, even though drafting such documents was supposed to be part of SORIANO's official duties. On July 17, 2016, SORIANO submitted the documents to PSC. SORIANO further directed PSC that the acquisition strategy for the contract was "a 8 a direct to Intellipeak." Although PSC questioned Intellipeak's ability to do the work in San Diego, given their location in Virginia, as a result of SORIANO's advocacy, on September 7, 2016, PSC awarded Intellipeak 8(a) Direct Award Contract

HHSP233201650084A, with a total potential award value of approximately \$2,020,185.25 for the NCTS effort.

- d. On or about February 6, 2018, SORIANO allowed Flores to draft discriminators for a competitive 8(a) Indefinite Delivery Indefinite Quantity ("IDIQ") Multiple Award Contract ("MAC") on which Intellipeak intended to bid. SORIANO did so even though setting contract requirements was part of his duties, and allowing Flores to draft the discriminators created a conflict of interest. A few days later, on February 9, 2018, SORIANO sent PSC a list of discriminators for the upcoming competitive solicitation that were virtually identical to the discriminators drafted by Flores.
- e. On April 28, 2018, a few days after Flores treated SORIANO to dinner at the Athena Pallas restaurant, SORIANO allowed Flores to draft additional discriminators for the upcoming 8(a) MAC competitive procurement. Those discriminators included a geographical requirement that favored Intellipeak, and a past performance requirement that SORIANO assisted Intellipeak in meeting.
- f. On April 30, 2018, SORIANO emailed his edits to the 8(a) MAC competitive solicitation, which were copied and pasted directly from the first page of the document drafted by Flores.

- g. On May 18, 2018, SORIANO submitted a Consensus Technical Evaluation for one of Intellipeak's proposals. SORIANO was the sole evaluator and gave Intellipeak a rating of excellent, even though he knew that another company was going to do all the work. As a result of SORIANO's high rating, Intellipeak was awarded, as an 8(a) direct award, contract HHSP233201850056A, with a total potential value of \$995,251.20.
- h. On July 9, 2018, SORIANO submitted to PSC a Consensus Technical Evaluation and a Team Technical Summary Document for the 8(a) MAC solicitation. SORIANO rated Intellipeak excellent in all categories. Both documents falsely claimed that a fellow SPAWAR employee had participated in the technical evaluation of the proposals. On August 22, 2018, PSC awarded the 8(a) MAC to all six offerors including Intellipeak.
- i. On July 19, 2018, SORIANO directed PSC that a contracting effort involving the Military Sealift Command was a "direct award to Intellipeak."
- j. On August 31, 2018, SORIANO submitted a technical evaluation for Intellipeak's proposal on the 8(a) Cyber IDIQ contract. SORIANO rated Intellipeak excellent in all categories, ensuring that Intellipeak was awarded the contract,

HHSP2332018000341, with a contract ceiling of approximately \$4,000,000.

- k. On September 6, 2018, SORIANO forwarded questions by PSC about an IGCE to Flores for him to answer. SORIANO did so after falsely telling PSC that he was going to "confirm" with the Government sponsor. Although the IGCE is an internal Government document that the defense contractor is not supposed to have, SORIANO allowed Flores to modify the IGCE and sent the IGCE modified by Flores to PSC for use in the contracting process.
- l. On November 27, 2018, SORIANO submitted an IGCE, Rough Order of Magnitude ("ROM") file and PWS drafted by Flores to PSC for a competitive task order on the 8(a) MAC contract. SORIANO did so even though he knew that he, not Flores, was supposed to draft those documents, and that Intellipeak would be one of the bidding companies on the task order.
- m. On December 18, 2018, SORIANO sent PSC answers to various questions about the 8(a) MAC task order that had been drafted by FLORES. SORIANO falsely represented to PSC that the answers came from the Government sponsor.
- n. On January 10, 2019, SORIANO filed his yearly required OGE 450 form, on which he failed to disclose the World Series tickets given to him by Flores.

- o. On January 26, 2019, the same day Flores purchased Super Bowl tickets for SORIANO, SORIANO completed a Consensus Technical Evaluation of Intellipeak's proposal on RFP 19-233-SOL-00139, rating the company excellent. As a result of this favorable technical evaluation, PSC awarded Intellipeak HHSP233201900020C, with a total potential value of \$3,998,923.50.
- p. On March 4, 2019, SORIANO directed PSC that the contractor for a new 8(a) direct award effort was going to be Intellipeak.
- q. On March 10, 2019, SORIANO sent PSC completed technical evaluations for all four defense contractors who submitted proposals on the first competitive 8(a) MAC task order, including Intellipeak. SORIANO ensured that Intellipeak received an overall excellent evaluation, while the other competing contractors received poor evaluations.
- r. On March 27, 2019, SORIANO emailed PSC the completed Consensus Technical Evaluations for another competitive task order on the 8(a) MAC. SORIANO again ensured that Intellipeak received the highest ratings for their proposal. On the form, SORIANO falsely represented that a DoD employee -- who was unaware that his name was being used in this manner -- had also evaluated the proposals.

s. On April 24, 2019, PSC asked SORIANO to provide the technical tradeoffs between Intellipeak, to which SORIANO had given the highest technical rating, and the lowest bidder, which was \$6 million less expensive than Intellipeak. SORIANO allowed Flores to draft the justification for awarding the contract to Intellipeak and copied and pasted from Flores's document in his response to PSC. On April 29, 2019, SORIANO emailed PSC another justification for awarding the second task order on the competitive 8(a) MAC to Intellipeak.

15. SORIANO admits and agrees that as a result of the conspiracy, he helped steer approximately 26 contracts/task orders to Intellipeak.

16. SORIANO further admits and agrees that the United States could prove that the profit to Intellipeak on those contracts/task orders was more than \$550,000 and less than \$1.5 million.

Conspiracy 2: The Cambridge/Thurston Conspiracy 24-cr-341-TWR

17. Cambridge International Systems (charged elsewhere) ("Cambridge") was a company with locations in Arlington, Virginia and outside of Charleston, South Carolina, among other locales.

18. Russell Thurston ("Thurston") (charged elsewhere) was the Vice President, Defense and Intelligence Solutions, and then later the Executive Vice-President, Advanced Technologies and Services Division of Cambridge.

19. Co-Conspirator-1 purported to have his own consulting business in Tampa, Florida. From approximately December 2014 through 2019, Co-Conspirator-1 purported to work for Cambridge as a consultant, a position that he obtained and kept because SORIANO, who was a friend of Co-Conspirator-1's, requested that Thurston give Co-Conspirator-1 a consulting job at Cambridge. SORIANO also assisted Co-Conspirator-1 in obtaining consulting work from multiple other defense contractors at the same time that he was consulting for Cambridge.

20. Co-Conspirator-2 worked as a Program Manager at Cambridge, under the direction of Thurston.

21. Liberty Gutierrez (charged elsewhere) purported to work full time as a Senior Management Analyst at Cambridge from approximately April 2017 through 2019, a position that she obtained and kept because SORIANO asked Thurston to give Gutierrez a job at Cambridge. SORIANO agreed with Gutierrez that she would give him \$2,000 per month in cash from the job at Cambridge, and that she would not have to do any work for the position. Gutierrez gave SORIANO approximately \$66,000 in cash as result of their agreement.

At the same time Gutierrez was working for Cambridge, SORIANO also ensured that Gutierrez had full time jobs at two other defense contractors. Gutierrez also purported to work full time during this period at a real estate and mortgage company in San Diego, California.

22. Individual-1 was a family member of SORIANO's who graduated from college with a Bachelor's Degree in Computer Science in May 2015. Individual-1 worked at Cambridge remotely from San Diego, first as a paid intern and later as a full-time employee, positions that he obtained because SORIANO asked Thurston to give Individual-1 a job at Cambridge.

23. Individual-2 was a friend of SORIANO's who purported to have a small business. Individual-2 was hired as a consultant at Cambridge because SORIANO asked Thurston to hire Individual-2 as a consultant.

24. Beginning on or before June 2014, and continuing through at least October 2019, SORIANO agreed with Russell Thurston, Cambridge, Co-Conspirator-1, and Co-Conspirator-2, and others to commit bribery. Specifically, SORIANO, being a public official, agreed to, directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value, including jobs for family and friends, expensive meals, and a ticket to a premiere sporting event, in return for being influenced in the performance of official acts and being induced to do or omit to do acts in violation of his official duties.

25. As part of the conspiracy, Thurston, Co-Conspirator-2 and Cambridge gave JAMES SORIANO things of value, including jobs

for his family and friends, expensive meals and a ticket to the 2018 MLB All Star Game. In return for the stream of benefits from Thurston, Co-Conspirator-2 and Cambridge, SORIANO was influenced in the performance of official acts, exerted pressure on other officials to perform official acts; and advocated before and advised other officials, knowing and intending that such advocacy and advice would form the basis for their official acts; all to advance Cambridge's business interests with regards to Department of Defense contracts and contracting, as questions, matters, and controversies relating to that business were brought to SORIANO's attention. In addition, SORIANO was induced to do or omit to do acts in violation of his official duties.

26. Specifically, as part of the conspiracy, and in return for things of value given to him by Thurston and Cambridge, SORIANO steered two task orders on the Chief Information Officer-Solutions and Partners 3 ("CIO-SP3") Government Wide Acquisition Contract ("GWAC") to Cambridge, HHSP233201400191W and HHSP233201700143W, which were both task orders on contract number HHSN316201200059W. To do so, SORIANO allowed Cambridge employees, including Thurston, to draft procurement documents for these and other competitive procurements and gave Cambridge high technical ratings on their proposals. To hide Cambridge's involvement in drafting procurement documents, SORIANO, Thurston, and other Cambridge employees cleared electronic document properties on those documents.

27. After Cambridge was awarded the task orders, SORIANO would request modification of the Task Orders to add "projects" to

the Task Orders, thereby essentially sole sourcing work for various commands to Cambridge without that work being competed. SORIANO would approve these projects even if they were out of scope with the underlying contract, or for commands outside of Commander Undersea Surveillance ("CUS"), the primary sponsor for the Cambridge task orders, or the Navy. SORIANO also passed Thurston, Co-Conspirator-2 and other Cambridge employees internal Government communications and information including regarding complaints about Cambridge and would advocate on behalf of Cambridge to Government customers who had complaints. As a result of the conspiracy, Cambridge was awarded over a hundred million dollars in Government contracts and task orders.

28. During the course of the conspiracy, SORIANO, Thurston, Co-Conspirator-1, Conspirator-2 and Cambridge, acting through its employees, took numerous overt acts in furtherance of the conspiracy.

29. As overt acts in furtherance of the conspiracy, Thurston, Co-Conspirator-2, and Cambridge, acting through its employees, offered and gave, and SORIANO accepted numerous things of value, as a stream of benefits, including the following:

- a. On June 12, 2014, SORIANO requested that Cambridge give Co-Conspirator-1 a consulting job. Thurston ensured that Co-Conspirator-1 was brought on as a consultant at Cambridge, starting in December 2014.
- b. On June 16, 2014, SORIANO requested that Cambridge give Individual-1 a part-time job, working remotely from San Diego. Thurston ensured that Individual-

1 was brought on as a part-time employee, working remotely from San Diego, starting in November 2014. Thurston offered Individual-1 a full-time job at Cambridge on May 15, 2015.

- c. On January 26, 2016, SORIANO asked Thurston to hire Individual-2 at Cambridge as a consultant. Thurston ensured that Individual-2 was hired as a consultant at Cambridge, starting on May 2, 2016.
- d. On August 16, 2016, Thurston sent SORIANO a fruit basket, while SORIANO was in the hospital following heart surgery. Thurston paid \$184.65 for the fruit basket.
- e. On January 26, 2017, SORIANO had lunch with Thurston at Shino Sushi in San Diego. Thurston paid for the meal and expensed \$72.19 to Cambridge.
- f. On January 27, 2017, SORIANO had lunch with Co-Conspirator-2 at Coasterra in San Diego, California. Co-Conspirator-2 paid \$88.25 for the meal, which he expensed to Cambridge.
- g. On February 9, 2017, SORIANO requested that Thurston give Liberty Gutierrez a job at Cambridge. Thurston ultimately ensured that Liberty Gutierrez was hired by Cambridge on March 21, 2017. Following her hiring, Gutierrez gave SORIANO half her salary, or approximately \$2,000 a month, in cash.
- h. On March 8, 2017, SORIANO went out to dinner with Co-Conspirator-2 and another individual at the

Bahama Breeze restaurant in Virginia Beach, Virginia. Co-Conspirator-2 paid \$85.86 for the meal which he expensed to Cambridge.

- i. On April 3, 2017, Thurston offered to get desks for SORIANO that matched desks that SORIANO had seen and liked in Cambridge's Virginia Beach office. The desks were ultimately never purchased.
- j. On June 12, 2017, SORIANO had lunch with Thurston at Rockin' Baja Lobster Coastal Cantina in San Diego, California. Thurston paid \$53.33 for the meal which he expensed to Cambridge.
- k. On January 10, 2018, SORIANO attended a Cambridge holiday party and dinner for San Diego based employees. Cambridge paid \$116 for the pre-dinner social and \$521.67 for the dinner portion of the event.
- l. On February 8, 2018, SORIANO went to dinner with Thurston and Co-Conspirator-1 at Island Prime in San Diego, California. Thurston paid \$764.80 for the meal.
- m. On June 5, 2018, SORIANO went to dinner with Thurston at Charley's Steak House in Tampa, Florida. Thurston paid \$1,088.43 for the meal.
- n. On July 17, 2018, SORIANO attended the 2018 MLB All Star Game with Co-Conspirator-2, Co-Conspirator-1 and Co-Conspirator-1's son. Thurston gave SORIANO

the ticket to the event. Cambridge paid for all four tickets, which cost \$8,454.36.

- o. On October 24, 2018, SORIANO had dinner with Thurston at the Grant Grill inside the U.S. Grant Hotel, in San Diego, California. Thurston paid \$109.43 for the meal.
- p. On November 14, 2018, SORIANO had dinner with Co-Conspirator-2, Co-Conspirator-1, and Dawnell Parker at Gordon Biersch Brewery in Virginia Beach, Virginia. SORIANO did so after Thurston urged Co-Conspirator-1 to have Co-Conspirator-2 take them all out to dinner. Co-Conspirator-2 spent \$109.26 on the meal.
- q. On February 13, 2019, SORIANO had dinner with two Cambridge employees and Liberty Gutierrez at Bencotto Italian Kitchen, in San Diego, California. Cambridge paid \$362.01 for the meal, and the expense report was approved by Thurston.
- r. On March 5, 2019, SORIANO had dinner with Thurston and others at Buca di Beppo in San Diego, California, at SORIANO's specific request. Thurston paid \$201.05 for the meal.
- s. On October 15, 2019, SORIANO had lunch with Thurston, Co-Conspirator-2 and others at Coasterra in San Diego, California. Thurston paid \$157.83 for the meal.

30. In return for this stream of benefits, and as overt acts in furtherance of the conspiracy, SORIANO took various official acts, exerted pressure on other officials to perform official acts; and advocated before and advised other officials, knowing and intending that such advocacy and advice would form the basis for their official acts. SORIANO did so as part of the agreement with Thurston, to advance Cambridge's business interests with regards to Department of Defense contracts and contracting, as Thurston and other Cambridge employees brought questions, matters, and controversies relating to that business to SORIANO's attention and as opportunities arose. SORIANO also did or omitted to do acts in violation of his official duties. For example:

- a. In or around July 2014, SORIANO allowed Cambridge employees to draft procurement documents for what would become RFP C-30772-DV, a competitive procurement on the CIO-SP3 GWAC. SORIANO ensured that on September 26, 2014, Cambridge was awarded HHSP233201400191W (the "191W Task Order"). After SORIANO ensured that Cambridge was awarded the 191W Task Order, Thurston ensured that Individual-1 and Co-Conspirator-1 were hired by Cambridge.
- b. In or around October 2016, SORIANO allowed Cambridge employees, including Thurston to draft procurement documents, including an Acquisition Plan, Instructions to Offerors, an IGCE, and a SOW for a competitive task order that was intended to be a follow on to the 191W Task Order.

- c. On February 13, 2017, after Thurston started the process to bring Liberty Gutierrez on board as an employee at Cambridge, SORIANO agreed to take over the development of a separate competitive task order on the CIO-SP3 GWAC, that Cambridge had nicknamed C5ISR 2.0.
- d. On March 20, 2017, SORIANO approved the draft documents for the C5ISR 2.0 task order. The next day Thurston ensured that Liberty Gutierrez was given a formal job offer at Cambridge. SORIANO further ensured that the C5ISR 2.0 task order, which became RFP C-38521-DV and was released on March 24, 2017, was released to a group of companies that included Cambridge.
- e. On April 26, 2017, SORIANO completed a technical evaluation of Cambridge's proposal on RFP C-38521-DV, giving the company excellent ratings. PSC ultimately awarded Cambridge HHSP233201700143W (the "143W Task Order") on June 30, 2017, with a total potential value of approximately \$343,306,613.68.
- f. Between July 2017 and July 2019, SORIANO approved over 70 projects on the 143W Task Order, at Thurston and Cambridge's specific request, thereby ensuring that a steady stream of Government funds went to Cambridge.

- g. On June 14, 2018, a few days after Thurston took SORIANO to dinner at Charley's Steak House in Tampa, SORIANO approved a project that related to the arming and procuring of vehicles for the White House Communications Agency ("WHCA"). PSC rejected the project twice because procuring vehicles was out of scope with the CIO-SP3 GWAC.
- h. On July 17, 2018, the same day that SORIANO attended the 2018 MLB All Star Game with Co-Conspirator-2 on a ticket given to him by Thurston, SORIANO suggested to Thurston that Cambridge could still do the WHCA project if they divided out the procuring of the vehicles from the work to be done inside the vehicles. SORIANO suggested that the procuring of the vehicles go to an 8(a) company as a direct award. SORIANO and Thurston understood that the chosen 8(a) company would then pass through the work back to Cambridge, thereby ensuring that Cambridge was still able to capture all of the work. On September 5, 2018, as Thurston and SORIANO agreed, and based on SORIANO's advocacy, PSC modified the 143W Task Order adding the communications piece of the WHCA project. A few days later on September 14, 2018, PSC issued a sole source 8(a) direct award to another defense contractor for the purpose of purchasing vehicles for the WHCA project.

- i. On September 21, 2018, SORIANO pushed back on one of Cambridge's Government customers who was displeased with Cambridge's work. SORIANO advocated for Cambridge, rather than fulfilling his role as COR and properly monitoring Cambridge's performance.
- j. Beginning in October 2018, after learning that PSC was going to be shutting down the 143W Task Order for new work, SORIANO and Thurston agreed that SORIANO would look for new contracting avenues to allow Cambridge to continue to receive Government funds. SORIANO and Thurston further agreed to start communicating over personal email.
- k. For example, on November 5, 2018, SORIANO emailed PSC asking if he could revive the efforts to do a follow-on task order to the 191W Task Order. After PSC agreed, SORIANO allowed Thurston and Co-Conspirator-2 to draft the documents for the procurement, including the RFP, IGCE, Acquisition Plan, and PWS, even though it was supposed to be a competitive procurement.
- l. On November 15, 2018, SORIANO obtained examples of a Blanket Purchase Agreement ("BPA") from PSC, that he then sent to Co-Conspirator-1, who sent the documents to Thurston. On December 12, 2018, Thurston sent back the completed procurement documents for the competitive BPA. SORIANO

ultimately sent the competitive procurement documents drafted by Thurston and other Cambridge employees to PSC, with the intent that PSC would create new contracting vehicles for Cambridge.

m. SORIANO also attempted to put in place multiple sole source contracts to ensure that Cambridge kept the work that it had been doing under the 143W Task Order. For example, on March 7, 2019, just two days after Thurston took SORIANO to dinner at Buca di Beppo, Co-Conspirator-2 emailed SORIANO all the procurement documents justifying a sole source to Cambridge. SORIANO ultimately sent the documents drafted by Cambridge employees to PSC, and as SORIANO and Thurston intended, PSC awarded Cambridge a sole source contract worth approximately \$200,000.

n. After PSC shut down assisted acquisitions altogether in June 2019, SORIANO continued to try to obtain contracts for Cambridge with other Government agencies, including the General Services Administration ("GSA"). For example, on September 13, 2019, SORIANO had a phone meeting with representatives of GSA about a bridge contract to Cambridge. During that call, GSA alerted SORIANO that an IGCE that had been submitted for the effort had been authored by Cambridge personnel.

- o. In September and early October 2019, SORIANO also worked to try to get Cambridge paid for various pending invoices on the 143W Task Order.

31. SORIANO admits and agrees that the United States could prove that the profit to Cambridge on the Task Orders that SORIANO steered to Cambridge as a result of the conspiracy was more than \$3.5 million.

Fraud and False Statements on SORIANO's Tax Returns

32. SORIANO further admits and agrees that he failed to report on his tax returns as income the \$2,000 per month in cash that Liberty Gutierrez was giving him as a result of her position at Cambridge. SORIANO knew that federal tax law imposed upon him a duty to declare the income on his tax returns and he intentionally and willfully violated that duty.

33. Specifically, on the dates set out below, SORIANO filed with the Internal Revenue Service the following false U.S. Individual Income Tax Return, Forms 1040, for the calendar years set forth below, which were verified by a written declaration that there were made under the penalties of perjury and which SORIANO did not believe to be true and correct as to every material matter.

TAX YEAR	APPROXIMATE FILING DATE	FALSE ITEM
2017	March 13, 2018	Form 1040, Line 43, Taxable Income of \$83,126.
2018	February 20, 2019	Form 1040, Line 10, Taxable Income of \$86,647.

TAX YEAR	APPROXIMATE FILING DATE	FALSE ITEM
2019	February 10, 2020	Form 1040, Line 11b, Taxable Income of \$112,525.

34. SORIANO admits and agrees that he willfully failed to report on his federal tax returns \$18,000 in cash payments from Liberty Gutierrez in 2017, \$24,000 in cash payments from Liberty Gutierrez in 2018, and \$14,000 in cash payments from Liberty Gutierrez in 2019. He further admits and agrees that as a result, he underpaid his taxes for tax years 2017, 2018, and 2019. SORIANO agrees that the total amount of his underpaid tax was \$13,328.00.

Conspiracy 3: Contractor-B and Co-Conspirator-3

35. Contractor-B was a defense contractor with offices in San Diego, California and Stafford, Virginia. Contractor-B had been a participant in the SBA 8(a) program, but "graduated" from the program in 2016. After graduating from the program, Contractor-B was no longer eligible for direct contract awards through the SBA 8(a) program.

36. Starting in 2015, Co-Conspirator-3 founded several additional companies. These included Contractor-B-1 and Contractor-B-2. Both Contractor-B-1 and Contractor-B-2 purported to be Native Hawaiian Organizations ("NHOs"). Co-Conspirator-3 ran the day-to-day operations and had authority over Contractor-B-1 and Contractor-B-2. Contractor-B-1 and Contractor-B-2 both ultimately entered the SBA 8(a) program. As NHOs they were therefore entitled to direct award contracts up to \$20 million.

37. Co-Conspirator-3 also helped found Contractor-B-3, which was also part of the Contractor-B "family" of companies. Contractor-B-3 purported to be a women-owned small business, and was also accepted into the SBA 8(a) program. Co-Conspirator-3 also ran the day-to-day operations and had authority over Contractor-B-3.

38. Beginning in or before May 2015, and continuing through at least October 2019, SORIANO agreed with Co-Conspirator-3, Contractor-B, Dawnell Parker, and others to commit bribery. Specifically, SORIANO, being a public official, agreed to, directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value, including jobs

for SORIANO's wife and Liberty Gutierrez, expensive meals, and golf outings in return for being influenced in the performance of official acts and being induced to do or omit to do acts in violation of his official duties.

39. As part of the conspiracy, Co-Conspirator-3 and Contractor-B gave SORIANO things of value, including jobs for his wife and Liberty Gutierrez, expensive meals, and golf outings. In return for the stream of benefits from Co-Conspirator-3 and Contractor-B, SORIANO was influenced in the performance of official acts, exerted pressure on other officials to perform official acts; and advocated before and advised other officials, knowing and intending that such advocacy and advice would form the basis for their official acts; all to advance Contractor-B's business interests with regards to DoD contracts and contracting, as questions, matters, and controversies relating to that business were brought to SORIANO's attention. In addition, SORIANO was induced to do or omit to do acts in violation of his official duties.

40. Specifically, as part of the conspiracy, and in return for things of value given to him by Co-Conspirator-3 and Contractor-B, SORIANO steered contracts, including competitive procurements and direct awards to Contractor-B, Contractor-B-1 and Contractor-B-2. SORIANO did so, understanding that Contractor-B-1 and B-2, who were controlled by Co-Conspirator-3, would then subcontract out all or most of the work back to Contractor-B. SORIANO additionally allowed Co-Conspirator-3 to draft official Government correspondence for him that would benefit the

Contractor-B "family" of companies. SORIANO allowed Contractor-B employees to draft procurement documents, including the RFP, PWS, SOW, and IGCE among other documents, including for competitive procurements. SORIANO would give high ratings on TEPs or TEBs to Contractor-B, Contractor-B-1, and Contractor-B-2, to ensure that they were awarded Government contracts. To hide the conspiracy, SORIANO failed to disclose the fact that his wife was employed at Contractor-B, and that he knew that Contractor-B-1 and Contractor-B-2 were closely affiliated with Contractor-B. SORIANO also caused PSC to make Dawnell Parker the COR on a number of contracts to hide his involvement with the Contractor-B family of companies, even though SORIANO knew that Dawnell Parker was not a SPAWAR-certified COR.

41. During the course of the conspiracy, SORIANO, Dawnell Parker, Co-Conspirator-3, and Contractor-B, acting through its employees, took numerous overt acts in furtherance of the conspiracy.

42. As overt acts in furtherance of the conspiracy, Co-Conspirator-3 and Contractor-B, acting through its employees, offered and gave, and SORIANO accepted numerous things of value, as a stream of benefits, including the following:

- a. On May 13, 2015, SORIANO attended a "Partner Meeting" and dinner with employees of various companies, including Contractor-B, at Fogo de Chao in San Diego, CA. Co-Conspirator-3 paid a total of \$3,315.80 for the event and meal. Co-Conspirator-3 expensed the event and meal to Contractor-B.

- b. On November 4, 2015, a Contractor-B employee took SORIANO and others to dinner at Fogo de Chao in San Diego, CA, totaling \$262.43. The employee expensed the meal to Contractor-B.
- c. On November 12, 2015, three Contractor-B employees took SORIANO and others to dinner at Fogo de Chao in San Diego, CA, totaling \$979.96. Co-Conspirator-3 expensed the meal to Contractor-B as a "Customer Dinner Event," which included "Navy PAC work."
- d. On November 14, 2015, SORIANO attended a Contractor-B "team building" event for San Diego based employees at Pechanga Arena in San Diego, CA to watch a San Diego Gulls hockey game. Co-Conspirator-3 paid a total of \$3,235.30 for the event, including \$604.80 for food from Old Town Rockin Baja in San Diego, CA. Co-Conspirator-3 expensed the event and meal to Contractor-B.
- e. On November 27, 2015, a Contractor-B employee took SORIANO and another individual to play golf in La Costa, CA, totaling \$371.84. Co-Conspirator-3 expensed the golf outing to Contractor-B.
- f. On December 4, 2015, a Contractor-B employee took SORIANO to dinner at Ken Sushi Workshop in San Diego, CA, totaling \$321.76. The employee expensed the meal to Contractor-B as a "[Business] dinner."

- g. On January 22, 2016, Co-Conspirator-3 took Soriano and others to dinner at Fogo de Chao in San Diego, CA, totaling \$1,593.52. Co-Conspirator-3 expensed the meal to Contractor-B.
- h. On March 11, 2016, a Contractor-B employee took Soriano, Liberty Gutierrez, and another employee at Contractor-B to lunch at Buds Louisiana Café in San Diego, CA, totaling \$81.61. The employee expensed the meal to Contractor-B.
- i. On March 23, 2016, SORIANO played in a Ladies Professional Golf Association ("LGPA") Pro-Am golf tournament with Co-Conspirator-3 and another individual at the Aviara Golf Club in Carlsbad, CA. Co-Conspirator-3 paid a total of \$233.72 for food and beverages at or following the LGPA Pro-Am golf tournament.
- j. On March 23, 2016, after the LGPA Pro-Am golf tournament, Co-Conspirator-3 took SORIANO and another individual to dinner at West Steak Seafood in Carlsbad, CA, totaling \$680.97. Co-Conspirator-3 expensed the meal to Contractor-B.
- k. On August 11, 2016, a Contractor-B employee paid for flowers to be sent to Soriano on behalf of the "[Contractor-B] Family," totaling \$84.22, while SORIANO was in the hospital for a surgical

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procedure. The employee expensed the flowers to Contractor-B.

- l. On September 27, 2016, three employees of Contractor-B took SORIANO, Dawnell Parker, and another individual to dinner at Seasons 52, totaling \$524.74. Co-Conspirator-3 expensed the meal to Contractor-B as a "Customer Meal."
- m. On April 30, 2017, Co-Conspirator-3 took Soriano and others to lunch at Park Hyatt Aviara Resort in Carlsbad, CA, totaling \$517.82. Co-Conspirator-3 expensed the lunch to Contractor-B as a "Business Meal."
- n. On April 30, 2017, after the lunch above, Co-Conspirator-3 took Soriano and others to dinner at Jordan Restaurant in San Diego, CA, totaling \$779.90. Co-Conspirator-3 expensed the dinner to Contractor-B as a "Business Dinner."
- o. [Omitted].
- p. On August 16, 2017, SORIANO attended a dinner with employees of various companies, including Contractor-B, at Providence in Hollywood, CA. Co-Conspirator-3 paid a total of \$2,097.60 for the dinner, which he expensed to Contractor-B as a "Customer Dinner."

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- q. On May 19, 2018, Co-Conspirator-3 took Soriano and another guest to play golf at the Grand Del Mar Country Club in Del Mar, CA. Co-Conspirator-3 paid the green fees for SORIANO and the other guest, totaling \$300.00. Co-Conspirator-3 also paid \$392.98 at the Clubhouse Grill and \$152.06 at the Member Lounge that day.
- r. On March 22, 2019, Co-Conspirator-3 took Soriano to play golf at the Del Mar Country Club in Del Mar, CA. Co-Conspirator-3 paid the green fees for Soriano, totaling \$150.00.

43. As additional overt acts in furtherance of the conspiracy, Co-Conspirator-3 ensured that SORIANO's friend Liberty Gutierrez and his wife received jobs at Contractor-B, as things of value to SORIANO and at SORIANO's request. Specifically:

- a. On or about July 28, 2015, SORIANO requested that Contractor-B give a job to his long-time friend, Liberty Gutierrez. Co-Conspirator-3 and other Contractor-B employees ensured that Gutierrez would be hired at Contractor-B as a Management Analyst earning \$95,000 a year, contingent on SORIANO ensuring that Contractor-B was awarded an approximately \$3 million NECC-NAVELSG support services contract.

- b. On or about October 7, 2015, after SORIANO ensured that Contractor-B was awarded the NECC-NAVELSG contract, Gutierrez was hired to work at Contractor-B. Gutierrez ultimately did minimal work for Contractor-B.
- c. On November 23, 2016, SORIANO emailed his wife's resume to a Contractor-B employee and stated "[t]hanks for your help." The resume showed that Soriano's wife had experience in customer service and monitoring freight exports. It did not reflect any experience in finance or financial analysis. The employee forwarded the resume and informed Co-Conspirator-3 of SORIANO's request. Co-Conspirator-3 instructed SORIANO to have his wife apply for a front desk receptionist position at a company that was a wholly owned subsidiary of Contractor-B. Contractor-3 did so, to hide the financial connection between Contractor-B and SORIANO's wife's employment.
- d. On December 21, 2016, SORIANO's wife applied for the front desk receptionist position. Employees of Contractor-B interviewed her and Co-Conspirator-3 ensured that she was hired in a full-time position as the front desk receptionist at Contractor-B's office in San Diego, CA. Co-Conspirator-3 set her annual salary at \$40,000. SORIANO's wife started work as the front desk receptionist at Contractor-

B's office in San Diego, CA on January 4, 2017, the day after she received her offer letter.

- e. On or about May 5, 2017, just four months after starting, SORIANO's wife was given a promotion to "Financial Analyst" and her annual salary was increased to \$50,000. The letter was backdated to April 5, 2017 and indicated that the \$10,000 raise was effective as of April 1, 2017.
- f. On or about October 1, 2017, the wholly owned subsidiary of Contractor-B (referenced above) was purportedly purchased by Contractor-B-3. Co-Conspirator-3 had control over and an ownership interest in Contractor-B-3.
- g. On or about March 8, 2018, Contractor-B-3, sent a letter to Soriano's wife increasing her annual salary to \$60,500. The letter indicated that the \$10,500 raise was effective as of March 1, 2018.
- h. In January 2019, Contractor-B-3 increased SORIANO's wife's salary to \$62,315. On or about February 20, 2019, Soriano's wife contacted the human resources manager at Contractor-B-3 complaining that the raise approved by Contractor-B-3 was lower than the one she was promised by Contractor-B (where she actually worked). Contractor-B-3, at the direction of Co-Conspirator-3, increased the raise to the amount demanded by SORIANO's wife, and then paid her back pay as well.

- i. During the conspiracy, Contractor-B paid an approximate total of \$243,392.24 for SORIANO's wife's work. Of that amount, approximately \$123,613.29 was deposited into Soriano's wife's bank account.

44. In return for this stream of benefits, and as overt acts in furtherance of the conspiracy, SORIANO took various official acts, exerted pressure on other officials to perform official acts; and advocated before and advised other officials, knowing and intending that such advocacy and advice would form the basis for their official acts. SORIANO did so as part of the agreement with Co-Conspirator-3, to advance Contractor-B, and its family of companies, business interests with regards to Department of Defense contracts and contracting, as Co-Conspirator-3, other Contractor-B employees and other employees within the Contractor B family of companies brought questions, matters, and controversies relating to that business to SORIANO's attention and as opportunities arose. SORIANO also did or omitted to do acts in violation of his official duties. For example:

- a. In July 2015, SORIANO began discussions with a Contractor-B employee to steer an Other Transaction Agreement/Authority ("OTA") procurement vehicle to Contractor-B. SORIANO was the COR for the contracting effort. On July 8, 2015, SORIANO allowed the employee of Contractor-B to draft the procurement documents for the OTA, including "ghost writing" a letter from SORIANO. As a result of

SORIANO's actions, on September 29, 2015, Contractor-B was awarded the OTA, with a total potential value of \$2,975,996. Liberty Gutierrez's hiring at Contractor-B was contingent on Contractor-B receiving the OTA, and she was officially brought on shortly thereafter.

- b. On February 3, 2016, a Contractor-B employee emailed SORIANO regarding a potential contract through the Naval Computer and Telecommunications Station, San Diego ("NCTS SD"), suggesting that the effort could be "Streamline 8(a) to [Contractor-B]."
- c. On August 7, 2016, SORIANO sent a Contractor-B employee the PWS and IGCE for the NCTS SD effort and asked him to "adjust" the documents before SORIANO sent the documents to NCTS for funding. In response the Contractor-B employee suggested adding funds to cover another Contractor-B employee and SORIANO instructed the Contractor-B employee to add funds to cover Liberty Gutierrez. The Contractor-B employee told SORIANO that Co-Conspirator-3 had advised that Contractor-B had to receive the solicitation by September 6, 2016, in order to still be eligible to receive it as an 8(a) direct contract. SORIANO allowed the Contractor-B employee to modify the Government contracting

documents and ensured that the solicitation went out on August 30, 2016.

- d. On September 22, 2016, SORIANO ensured that PSC awarded Contractor-B the NCTS SD contract as a direct 8(a) award. The total potential value of the contract was \$1,930,184.86. Dawnell Parker was listed as the COR.
- e. On December 16, 2016, shortly after SORIANO asked an employee of Contractor-B to give his wife a job, SORIANO had a meeting with Dawnell Parker and an employee of Contractor-B among others, where they agreed that SORIANO and Parker would "create & award a 3.8MGSA 8a STARS II Direct Award for services to [Contractor-B]," no later than January 20, 2017; they would "create & award a 22M HNO Direct Award contract for Services to [Contractor-B-1]," no later than February 3, 2017; and they would "create & award a 50M Competitive Award contract for Services to [Contractor-B]," no later than April 30, 2017, among other agreements. Shortly after, Co-Conspirator-3 ensured that SORIANO's wife received a job. SORIANO and Parker ensured that each of these contracts was awarded as specified.
- f. On February 16, 2017, SORIANO sent SPAWAR letterhead to Co-Conspirator-3. SORIANO did so to allow Co-Conspirator-3 to draft a letter of reference for Contractor-B allowing Contractor-B to

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serve as a mentor for Contractor-B-1 as part of an SBA mentor-protégé agreement. SORIANO signed the letter drafted by Co-Conspirator-3 which was a glowing commendation of Contractor-B.

- g. On March 6, 2017, SORIANO ensured that Contractor-B was awarded the GSA 8a Stars II direct award for services, with a total potential value of \$3,886,395.98. To hide his involvement, SORIANO ensured that Dawnell Parker was listed as the COR on the contract.
- h. On March 30, 2017, SORIANO allowed Co-Conspirator-3 to "ghost write" a letter on SPAWAR letterhead that falsely claimed that Contractor-B-3 had been involved with SPAWAR "for multiple years" and "regularly processes, handles, and controls U.S. Government controlled data." SORIANO did so at Co-Conspirator-3's request, so that Contractor-B-3 could access Microsoft Azure. SORIANO signed the letter drafted for him by Co-Conspirator-3.
- i. On April 12, 2017, shortly after his wife was approved for a \$10,000 raise and promotion at Contractor-B, SORIANO ensured that Contractor-B-1 was awarded a contract with a total potential value of \$19,917,927, as SORIANO had previously agreed with individuals from Contractor-B. SORIANO served as the COR on that contract.



- j. On December 27, 2017, SORIANO led the TEP for the \$50 million competitive contract that he had previously agreed would go to Contractor-B. In that TEP, SORIANO ensured that Contractor-B received overall "Excellent" ratings while the two competing contractors who also bid received overall "Poor" ratings. As a result of SORIANO's assistance, Contractor-B was awarded the contract, despite being approximately \$20 million more expensive than one of the other bidders.
- k. On January 7, 2018, after one of the competitors protested the award to Contractor-B, in part based on an allegation of "gift giving" by Contractor-B to individuals at SPAWAR, SORIANO falsely certified that neither he nor any members of his family had a direct or indirect interest in any of the firms which submitted a proposal which conflicted substantially or appeared to conflict substantially with his duties as a member of the TEP.
- l. On July 2, 2018, SORIANO helped ensure that the work that comprised the previously protested award to Contractor-B was awarded as a \$19.8 million direct award to Contractor-B-2, a company that had only recently been accepted into the SBA 8(a) program as an NHO.
- m. SORIANO continued to ensure that Contractor-B-1 and Contractor-B-2 were awarded additional direct

awards throughout 2018. SORIANO did so, with the understanding that the companies were going to subcontract all or most of the work to Contractor-B.

- n. On March 9, 2019, SORIANO allowed defense contractors, including employees of Contractor-B, to draft the Contractor Performance Assessment Reporting System ("CPARS") for one of their contracts. SORIANO then uploaded the CPARS entry drafted by such contractors into the CPARS system as if it was his own.
- o. In August 2019, after PSC shut down outside assisted acquisitions, SORIANO worked with Co-Conspirator-3, Contractor-B, Contractor-B-1, and Contractor-B-2, to find a way for the companies to keep receiving Government funds.
- p. In or about September or October 2019, SORIANO contacted Dawnell Parker on behalf of Co-Conspirator-3. SORIANO told Parker that Co-Conspirator-3 wanted to use Parker to help him start a new Native Hawaiian business to do Government contracting. SORIANO did so with the understanding that Parker would not do substantive work and instead would simply be a figurehead.

45. SORIANO admits and agrees that the United States could prove that the profit to Contractor-B, B-1, and B-2 as a result of

the conspiracy was more than \$3.5 million but less than \$9.5 million.