

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FELONY

**INDICTMENT FOR CONSPIRACY TO VIOLATE THE FEDERAL EMPLOYEE'S
CONFLICT OF INTEREST LAW AND TO COMMIT WIRE FRAUD, TAMPERING
WITH A WITNESS, WIRE FRAUD AND NOTICE OF FORFEITURE**

UNITED STATES OF AMERICA

v.

DAVID DANGLER
ROBERT BLEVINS

* CRIMINAL DOCKET NO.

* SECTION:

* VIOLATION: 18 U.S.C. §1512(d)(2)
18 U.S.C. §1343
* 18 U.S.C. § 371
18 U.S.C. § 208(a)
* 18 U.S.C. § 2

* * *

The Grand Jury charges that:

COUNT 1 - CONSPIRACY

A. AT ALL TIMES MATERIAL HEREIN:

1. The defendant, **ROBERT BLEVINS**, was an accounting property officer (APO) and contracting officer's technical representative (COTR) employed by the Federal Emergency Management Agency (FEMA), an agency of the United States and part of the Executive Branch of the United States Government.

2. The defendant, **ROBERT BLEVINS**, was a FEMA federal employee from on or about 1997 until April 14, 2006 and subject to federal conflict of interest and seeking employment rules and regulations under Title 5, Code of Federal Regulations, Sections 2635.400 et seq.

3. 3-D Disaster Services, Inc. was a corporation(s) owned and controlled by the defendant, **DAVID DANGLER**, who successfully bid on and received from FEMA three contracts for cleaning, deactivating and/or maintenance of travel trailers from on or about 2004 to 2006.

4. Additionally, the defendant, **DAVID DANGLER**, was in business with an individual known as T.C. to sell travel trailers to FEMA between September 2005 and January 2006 as a result of Hurricane Katrina.

5. From 2004 until April 14, 2006, the defendant, **ROBERT BLEVINS**, was a FEMA COTR on a FEMA contract awarded to the defendant, **DAVID DANGLER**, and 3-D Disaster Services, Inc. for maintenance and cleaning of travel trailers at the FEMA facility in Fort Pierce, Florida.

6. 3-D Disaster Services, Inc. and the defendant, **DAVID DANGLER**, were “prohibited sources” as categorized by federal rules and regulations in relation to the defendant, **ROBERT BLEVINS**.

7. Title 5, Code of Federal Regulations, Section 2635.203(d) defined “prohibited source” to mean any person who:

(1) is seeking official action by the employee’s agency;

(2) Does business or seeks to do business with the employees’s agency;

(3) Conducts activities regulated by the employee’s agency;

(4) Has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or

(5) Is an organization a majority of whose members are described in paragraphs (d)(1) through (4) of this section.

8. Pursuant to federal rules and regulations, a conflict of interest was created when the defendant, **ROBERT BLEVINS**, assisted and gave advice to **DAVID DANGLER** on a proposed FEMA contract while a COTR on another FEMA contract awarded to 3-D Disaster Services, Inc. since **DAVID DANGLER** and 3-D Disaster Services, Inc. were "prohibited sources".

9. Pursuant to federal rules and regulations, the defendant, **ROBERT BLEVINS**, could not assist, give advice, or seek employment with a "prohibited source" without; 1) disclosing the full details and facts to the proper FEMA official; 2) obtaining a disqualification from supervising any 3-D Disaster Services, Inc. matters or a waiver thereof from the proper FEMA official; and 3) the defendant, **ROBERT BLEVINS**, could render no assistance and advice or seek employment until the proper FEMA official granted a disqualification or a waiver.

10. In March 2006, FEMA awarded 3-D Disaster Services Inc. a maintenance and deactivation contract worth up to \$100 million to perform service on thousands of travel trailers in Plaquemines Parish, State of Louisiana, starting in May 2006. Pursuant to the terms of the awarded FEMA contract, 3-D Disaster Services, Inc. was required to commence performance of the contract approximately 45 days after official notification of the award. This contract was awarded as a result of damage caused by Hurricane Katrina in Southeastern Louisiana.

11. On or about April 14, 2006, the defendant, **ROBERT BLEVINS**, resigned from FEMA.

12. From June to November 2006, the defendant, **ROBERT BLEVINS**, was employed by and received a salary from joint venture companies owned by T.C. who was involved with 3-D Disaster Services, Inc. in the performance of the \$100 million FEMA contract awarded in March 2006. For the years 2007 and 2008, the defendant, **ROBERT BLEVINS**, received his salary from 3-D Disaster Services, Inc. The defendant's salary was paid from the proceeds of the FEMA contract awarded to 3-D Disaster Services, Inc. in March 2006.

13. The defendant, **ROBERT BLEVINS**, and his girlfriend, K.L., were living in Texarkana, Texas from on or about 2005 to on or about 2009.

B. THE CONSPIRACY:

From on or about November 2005 to on or about January 2010, in the Eastern District of Louisiana and elsewhere, the defendants, **ROBERT BLEVINS**, **DAVID DANGLER** and others known and unknown to the Grand Jury, did knowingly and willfully combine, conspire, confederate and agree;

1) and while the defendant, **ROBERT BLEVINS**, was an employee of the Executive Branch of the United States Government, that is, FEMA; did willfully participate personally and substantially as a Government employee to render advice, assistance, recommendations and otherwise in a contract and other particular matters before FEMA for the benefit of **DAVID DANGLER**, while he, **ROBERT BLEVINS**, had a financial interest therein, namely that he, **ROBERT BLEVINS**, was negotiating prospective employment with **DAVID DANGLER**, which he, **ROBERT BLEVINS**, ultimately received; in violation of Title 18, United States Code, Section 208(a) and

2) to devise and intend to devise a scheme and artifice to defraud FEMA and to obtain money and property from FEMA by means of false and fraudulent pretenses, representations and promises and for the purpose of executing and attempting to execute the scheme and artifice to defraud, did knowingly and willfully cause to be transmitted in interstate commerce certain writings, signs, signals and sounds by means of wire communications; in violation of Title 18, United States Code, Section 1343.

C. OVERT ACTS:

In furtherance of the conspiracy, in the Eastern District of Louisiana and elsewhere, the defendants, **DAVID DANGLER, ROBERT BLEVINS** and others committed the following overt acts:

1. From on or about 2004 through 2005, the defendant, **ROBERT BLEVINS**, a FEMA employee and COTR, took and received things of value from the defendant, **DAVID DANGLER**, and his company, 3-D Disaster Services, Inc., both of whom were “prohibited sources”.

2. From on or about November 2005 to on or about January 2006, the defendant, **ROBERT BLEVINS**, a FEMA employee and COTR, provided assistance, advice and recommendations concerning a FEMA contract to the defendant, **DAVID DANGLER**, and his company, 3-D Disaster Services, Inc., both who were at the time “prohibited sources” without disclosing these facts to a FEMA officer or supervisor.

3. From on or about January 10 through January 16, 2006, B.S.D. did email to K.L. for the review and use of the defendant, **ROBERT BLEVINS**, several pages of a proposed FEMA contract valued up to \$100 million that 3-D Disaster Services, Inc. would submit to FEMA.

4. Between January 13 and January 16, 2006, the defendant, **ROBERT BLEVINS**, a FEMA employee, in the presence of the defendant, **DAVID DANGLER**, and K.L., did receive, prepare and finalize parts of a FEMA contract offer submitted to FEMA by the defendant, **DAVID DANGLER**, on behalf of 3-D Disaster Services, Inc. on January 16, 2006.

5. Between December 2005 and January 16, 2006, B.S.D., at the request of and with the knowledge and participation of the defendant, **DAVID DANGLER**, prepared false information, including the number of employees, the qualifications of employees and the organizational chart of employees of 3-D Disaster Services, Inc. to be made part of and represented as true and correct in the contract offer submitted to FEMA on January 16, 2006.

6. In March 2006, FEMA awarded the \$100 million solicitation, offer and award contract to 3-D Disaster Services, Inc. bearing FEMA Contract No. HSFEHQ-06-D-0383.

7. Between November 2005 and April 2006, the defendants discussed the hiring of **ROBERT BLEVINS**, a FEMA employee and COTR, by 3-D Disaster Services, Inc. if FEMA awarded the company the contract.

8. From on or about April 7-9, 2006 in New Orleans, Louisiana, the defendant, **ROBERT BLEVINS**, attended a meeting at the Hilton Hotel at the request of the defendant, **DAVID DANGLER**, for the purpose of discussing with the defendant, **ROBERT BLEVINS**, terms of employment with 3-D Disaster Services, Inc. The defendant, **ROBERT BLEVINS**, and his girlfriend's expenses, including airfare, hotel bills, and food were paid by and for the benefit of 3-D Disaster Services, Inc. The defendant, **ROBERT BLEVINS**, did not inform FEMA of this meeting nor did he receive authorization from any FEMA official to discuss employment issues with 3-D

Disaster Services, Inc. During the weekend of April 7-9, 2006, the defendant, **ROBERT BLEVINS**, received federal funds and expenses as a FEMA employee.

9. From on or about April 7-9, 2006, in meetings at the New Orleans Hilton, the defendants, **DAVID DANGLER** and **ROBERT BLEVINS**, stated and represented to T.C., J.B., and others in attendance, that the defendant, **ROBERT BLEVINS**, had received written permission from FEMA's ethics officer, P.C., allowing the defendant, **ROBERT BLEVINS**, to participate in employment and contract performance discussions. The defendant, **DAVID DANGLER**, falsely and fraudulently stated at the meeting he had a conversation with FEMA's ethics officer, P.C., on or about April 5-7, 2006 to confirm the defendant, **ROBERT BLEVINS**, had written authority to be present at the meeting. As a result of these false and fraudulent representations, T.C. and J.B. agreed to join with 3-D Disaster Services, Inc. and they provided the financial, technical and manpower assistance that allowed 3-D Disaster Services, Inc. to perform the awarded FEMA contract.

10. On or about April 11, 2006, the defendant, **ROBERT BLEVINS**, resigned as a FEMA employee effective April 14, 2006.

11. From May 2006 to 2008, the defendant, **ROBERT BLEVINS**, worked for 3-D Disaster Services, Inc. or its joint venture partner owned and controlled by T.C. The proceeds of the FEMA contract paid the defendant's entire salary.

12. Between May 2006 and January 2010, FEMA paid to 3-D Disaster Services, Inc. over \$31 million under FEMA Contract No. HSFHQ-06-D-0383.

13. In December 2008, **ROBERT BLEVINS'** girlfriend, K.L., was approached by Special Agents of the Federal Bureau of Investigation and the Department of Homeland Security.

These Special Agents confronted her concerning her false and fraudulent testimony before a Federal Grand Jury in New Orleans, Louisiana. The Special Agents informed the witness, K.L., she would be invited back to New Orleans, Louisiana in February 2009 for a follow up interview and possible reappearance before the same Federal Grand Jury to correct her false and inaccurate testimony.

14. Between December 2008 and February 2009, the defendant, **ROBERT BLEVINS**, provided K.L. with handwritten notes to instruct her to provide false and inaccurate testimony to federal law enforcement agents in New Orleans, Louisiana in February 2009 so as to conceal and coverup the commission and participation in a federal crime of the defendants, **ROBERT BLEVINS, DAVID DANGLER**, and others.

15. On or about January 8, 2008, in New Orleans, Louisiana, a FEMA employee sent by facsimile communication to the FEMA Finance Center in Berryville, Virginia approving payment of 3-D Disaster Services, Inc. invoices under FEMA Contract No. HSFHQ-06-D-0383;

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

COUNT 2 - WITNESS TAMPERING

A. AT ALL TIMES MATERIAL HEREIN:

The allegations contained in Count 1, Paragraph A and Paragraph C, Sections 13 and 14 are hereby re-alleged and incorporated herein by reference.

B. THE OFFENSE:

On or about February 12, 2009, in the Eastern District of Louisiana, the defendant, **ROBERT BLEVINS**, did intentionally harass another person, K.L., and did thereby hinder, delay, prevent, and dissuade K.L. from reporting to federal law enforcement officers the commission of a federal offense in that the defendant, **ROBERT BLEVINS**, provided written instructions to K.L. to provide false

and inaccurate testimony to federal law enforcement officers to coverup and conceal his commission and participation in a federal crime; all in violation of Title 18, United States Code, Section, 1512(d)(2).

COUNT 3 - WIRE FRAUD

A. AT ALL MATERIAL HEREIN:

The allegations contained in Count 1, Paragraph A are hereby re-alleged and incorporated herein by reference.

B. THE SCHEME AND ARTIFICE TO DEFRAUD:

1. From on or about November 2005 to on or about January 2010, the defendants, **DAVID DANGLER** and **ROBERT BLEVINS**, in the Eastern District of Louisiana and elsewhere, did knowingly and willfully devise and intend to devise a scheme and artifice to defraud FEMA and for obtaining money and property from FEMA by means of false and fraudulent pretenses, representations, and promises by falsely and fraudulently obtaining from FEMA a maintenance and deactivation contract bearing FEMA Contract No. HSFHQ-06-D-0383 for 3-D Disaster Services, Inc. for which the company was not qualified for and not entitled to.

2. It was part of the scheme and artifice to defraud that between November 2005 and January 2006, the defendant, **ROBERT BLEVINS**, provided assistance, advice and recommendations to the defendant, **DAVID DANGLER**, and his company, 3-D Disaster Services, Inc., concerning a FEMA contract for the maintenance and deactivation of travel trailers in Plaquemines Parish, Louisiana even though the defendant, **DAVID DANGLER**, and 3-D Disaster Services, Inc. were "prohibited sources" in relation to the defendant, **ROBERT BLEVINS**, and the

defendant, **ROBERT BLEVINS**, did not disclose this relationship to FEMA officials as required by rules, regulations and statutes.

3. It was further part of the scheme and artifice to defraud that an officer and minority stockholder of 3-D Disaster Services, Inc. between December 2005 and January 2006, at the request of and with the knowledge and participation of the defendant, **DAVID DANGLER**, prepared false and fraudulent documentation including the number of employees, the qualifications of employees and the organizational chart of employees of 3-D Disaster Services, Inc. to be submitted with and represented as true and correct in the proposed FEMA contract offer signed and presented to FEMA on January 16, 2006 by the defendant, **DAVID DANGLER**.

4. It was further part of the scheme and artifice to fraud that in March 2006, 3-D Disaster Services, Inc. was awarded FEMA Contract No. HSFEHQ-06-D-0383 for the maintenance and deactivation of thousands of travel trailers in Plaquemines Parish, Louisiana. 3-D Disaster Services, Inc. would not have been awarded this contract if FEMA officials had known of the illegal relationship between the defendants, the false and fraudulent representations in the January 16, 2006 offer and proposal submitted to FEMA by the defendant, **DAVID DANGLER**, or that 3-D Disaster Services, Inc. had no organization in place on January 16, 2006 to perform this contract.

5. It was further part of the scheme and artifice to defraud that the defendant, **DAVID DANGLER**, paid for and had a meeting with individuals at the Hilton Hotel in New Orleans, Louisiana on April 7-8, 2006, for the purpose of reaching an agreement with these individuals who would perform the FEMA contract. The defendant, **DAVID DANGLER**, never received written authorization from FEMA for these individuals to perform the contract since the defendant's

solicitation and proposal offer of January 16, 2006 stated the contract would be performed otherwise according to the representations therein.

6. It was further part of the scheme and artifice to defraud that the defendants, **DAVID DANGLER** and **ROBERT BLEVINS**, falsely and fraudulently represented to individuals at the meeting at the New Orleans Hilton in April 2006, that the defendant, **ROBERT BLEVINS**, had informed the proper FEMA official of this meeting, had received written permission to attend the meeting and the defendant, **DAVID DANGLER**, had confirmed these facts with the proper FEMA official before the meeting. No FEMA official had been informed of this meeting. The proper FEMA official had not given any permission, written or otherwise, for the defendant, **ROBERT BLEVINS**, to attend this meeting nor had this official talked to the defendant, **DAVID DANGLER**, to confirm written permission had been granted to the defendant, **ROBERT BLEVINS**, to attend this meeting. As a result of these false and fraudulent representations, the defendant, **DAVID DANGLER**, was able to obtain funding and assistance from these individuals that allowed 3-D Disaster Services, Inc. to perform the FEMA contract.

7. It was further part of the scheme and artifice to defraud that from on or about November 2005 to on or about April 14, 2006, the defendants, **DAVID DANGLER** and **ROBERT BLEVINS**, had employment discussions without receiving written authorization from FEMA.

8. It was further part of the scheme and artifice to defraud that from May 2006 to 2008, the defendant, **ROBERT BLEVINS**, was employed by 3-D Disaster Services, Inc. or its joint venture partner to provide assistance and expertise in performing the FEMA contract.

9. It was further part of the scheme and artifice to defraud that between May 2006 and January 2010, FEMA paid to 3-D Disaster Services, Inc. under FEMA Contract No. HSFEHQ-06-D-0383 over \$31 million which contract was falsely and fraudulently obtained by the defendants.

C. THE OFFENSE:

On or about January 8, 2008, in the Eastern District of Louisiana, the defendants, **DAVID DANGLER** and **ROBERT BLEVINS**, for the purpose of executing and attempting to execute the scheme and artifice to defraud, did knowingly and willfully cause to be transmitted in interstate commerce certain writings, signs, signals, and sounds by means of wire communications from New Orleans, Louisiana to Berryville, Virginia; that is, an electronic facsimile communication signal from New Orleans, Louisiana to the FEMA Finance Center in Berryville, Virginia approving payment of 3-D Disaster Services, Inc. invoices under FEMA Contract No. HSFEHQ-06-D-0383;

All in violation of Title 18, United States Code, Section 1343.

NOTICE OF WITNESS TAMPERING FORFEITURE

1. The allegations of Count 2 of this Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Sections 1512 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

2. As a result of the offense alleged in Count 2, defendant, **ROBERT BLEVINS**, shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c), any and all property, real or personal, which constitutes or is derived from proceeds traceable to a violation of Title 18, United States Code, Section 1512.

3. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

NOTICE OF WIRE FRAUD FORFEITURE

1. The allegations of Count 3 of this Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Sections 1343 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

2. As a result of the offense alleged in Count 3, defendants, **DAVID DANGLER and ROBERT BLEVINS**, shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c), any and all property, real or personal, which constitutes or is derived from proceeds traceable to a violation of Title 18, United States Code, Section 1343, including but not limited to:

- a. \$31,000,000.00 in United States Currency and all interest and proceeds traceable thereto.
- b. The government specifically provides notice of its intent to seek a personal money judgment against the defendant in the amount of the fraudulently-obtained proceeds.

3. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:


- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendants up to the value of the above forfeitable property.

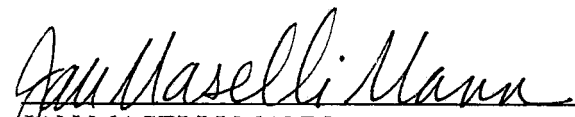
All in violation of Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

A TRUE BILL:

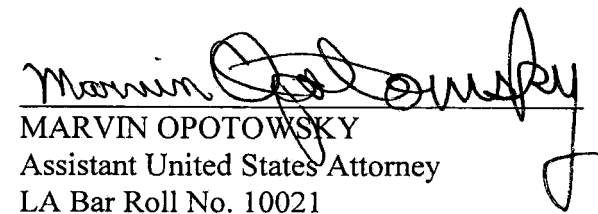
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New Orleans, Louisiana
March 25, 2011