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25 **UNITED STATES DISTRICT COURT**

26 **SOUTHERN DISTRICT OF CALIFORNIA**

27 UNITED STATES OF AMERICA,

28 Plaintiff,

v.

ALEX WISIDAGAMA,

Defendant.

Case No.: 13-CR-⁴⁰⁴³~~3781~~-JLS

SUPERSEDING INFORMATION

Title 18, U.S.C., Sec. 286 – Conspiracy to Defraud the United States with Respect to Claims

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2 The United States charges that, at all times relevant to this Information:

3 1. Defendant ALEX WISIDAGAMA was a citizen of Singapore, and was
4 employed by Glenn Defense Marine (Asia) (“GDMA”) as General Manager, Global
5 Government Contracts. As such, he was part of the core management team at GDMA.
6 GDMA was a corporation organized under the laws of Singapore, which provided
7 “husbanding” services pursuant to contracts entered into with the U.S. Navy to
8 support its operations in the Pacific Ocean. “Husbanding” involves the coordinating,
9 scheduling, and direct and indirect procurement of items and services required by
10 ships and submarines when they arrive at port.
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14 2. In or about June 2011, the U.S. Navy awarded GDMA three regional
15 contracts to provide husbanding services to U.S. ships and submarines at ports
16 throughout Southeast Asia (Region 2), Australia and the Pacific Isles (Region 3), and
17 East Asia (Region 4).
18

19 3. For each port visit, the U.S. Navy vessel ordered from GDMA the goods and
20 services that it required. Before the ship left port, GDMA submitted its invoices to the
21 ship, and the ship paid GDMA on those invoices.
22

23 4. The Region 2 contract contained the following main provisions for pricing
24 different ship husbanding services:
25

26 a. Fixed price items. For each port, GDMA and the U.S. Navy agreed to
27 fixed prices for various specified services.
28

1 b. Incidentals. The Region 2 contract also provided for “incidentals,” or
2 ship husbanding services that were not enumerated as fixed price items. For each
3 incidental item requested by a ship, GDMA was required to obtain at least two
4 competitive quotes for the service, and provide these quotes to the U.S. Navy through
5 a computer-based Online Pricing Application hosted by GDMA. GDMA was allowed
6 to submit its own quote as one of the competitive market quotes, but it was required to
7 disclose any profit or markup. The U.S. Navy would then choose which vendor to use
8 for each incidental service.
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11 c. Provisions and Fuel. Among the incidental items were the provision
12 of food and fuel, for which the contract with the U.S. Navy mandated slightly
13 different procedures. If the U.S. Navy asked GDMA to provide these items, the
14 Region 2 contract required GDMA to treat these as incidentals, by seeking at least two
15 open market quotes from outside vendors, and then billing the U.S. Navy only at cost.
16 GDMA could and did charge a separate fee to arrange for the procurement of these
17 items.
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21 d. Port Tariff Items. “Port tariff items” are ship husbanding services
22 provided by an established Port Authority and charged at published port tariff rates.
23 Where the Port Authority mandated the use of its services, GDMA was required to bill
24 the U.S. Navy only for the actual costs paid to the Port Authority, without markup.
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1 5. WISIDAGAMA conspired with other GDMA officials to overcharge the
2 U.S. Navy for incidentals, provisions and fuel, and port tariff items on the Region 2
3 contract, in the following ways, among others:

4 a. WISIDAGAMA and other GDMA officials directed, approved and
5 caused the submission to the U.S. Navy of fraudulent competitive quotes for
6 incidental services, including provisions and fuel, thereby allowing GDMA to win the
7 award for these items without regard for any competitive prices prevailing in the
8 marketplace;
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11 b. WISIDAGAMA and other GDMA officials directed, approved, and
12 caused the submission to the U.S. Navy of invoices for incidental services, including
13 provisions and fuel, which were fraudulently inflated beyond GDMA's actual costs
14 for these incidentals;
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17 c. For certain ports, WISIDAGAMA and other GDMA officials directed
18 and approved the creation of fictitious Port Authorities with the intention of
19 fraudulently inflating port tariff rates, and then causing fraudulently inflated charges
20 to be submitted to the U.S. Navy for these services; and
21

22 d. For other ports, WISIDAGAMA and other GDMA officials directed
23 and approved the creation of fraudulent, inflated invoices which purported to come
24 from legitimate Port Authorities, and then caused these fraudulently inflated charges
25 to be submitted to the U.S. Navy.
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1 6. Through the above methods, the U.S. Navy paid over \$20 million in
2 fraudulent overcharges on GDMA's June 2011 Region 2 contract alone.

3 7. Venue is proper in the Southern District of California because these crimes
4 were committed on the high seas and outside any particular district, and
5 WISIDAGAMA was arrested in the Southern District of California for his role in the
6 conspiracy charged in this Information.
7

8 8. Beginning in or about June 2011, and continuing until in or about
9 September 2013, on the high seas and outside any particular district, defendant ALEX
10 WISIDAGAMA, the General Manager of Global Government Contracts for GDMA,
11 knowingly and intentionally conspired with others to defraud the U.S. Navy by
12 obtaining the payment of materially false and fraudulent claims, that is,
13 WISIDAGAMA and others knowingly and intentionally conspired to submit and
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1 cause the submission of invoices to the U.S. Navy which they knew were fraudulently
2 inflated.

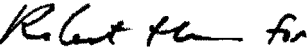
3
4 All in violation of Title 18, United States Code, Section 286.

5 DATED: March 18, 2014.
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