

January 19, 2021

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

At:

William T. Walsh

Clerk

UNITED STATES OF AMERICA

v.

COMPREHENSIVE LANGUAGE CENTER,
INC.,

Defendant.

Criminal No. 21-50(FLW)

Filed: January 19, 2021

Violation: 18 U.S.C. § 371

INFORMATION

The United States of America, acting through its attorneys, charges:

1. COMPREHENSIVE LANGUAGE CENTER, INC. (“CLCI”), a wholly-owned subsidiary of TATC Consulting Corporation, is hereby made a defendant on the charge stated below.

RELEVANT PARTIES AND ENTITIES

At all times relevant to this Information:

2. Defendant CLCI was a corporation organized and existing under the laws of Virginia with its principal place of business in McLean, Virginia. During the period set forth in this Information, CLCI, among other things, was a provider of foreign-language training services in the United States.

3. BERLITZ LANGUAGES, INC. (“BERLITZ”), a wholly-owned subsidiary of Berlitz Corporation, was a corporation organized and existing under the laws of New York with its principal place of business in Princeton, New Jersey. During the period set forth in this Information, BERLITZ, among other things, was a provider of foreign-language training services in the United States.

4. Various other persons, not made defendants herein, participated as co-conspirators in the offense charged herein and performed acts and made statements in furtherance thereof.

5. Whenever in this Information reference is made to any act, deed, or transaction of any corporation, the allegation means that the corporation engaged in the act, deed, or transaction by or through its officers, directors, agents, employees, or other representatives while they were actively engaged in the management, direction, control, or transaction of its business or affairs.

BACKGROUND

6. Many individuals and employees of companies and government agencies need to be trained in speaking, reading, and understanding languages other than English to perform their job duties. Private companies often are hired to perform foreign-language training services, including by providing a language instructor, designing the course of training, creating training materials, and providing appropriate facilities in which the training takes place. In some cases, foreign-language training companies must compete to win contracts that will allow them to provide training services for a particular customer for a fee.

7. Certain offices and agencies of the United States government, including the National Security Agency (“NSA”), have regular needs to train their employees and contractors in foreign languages. For many military personnel and civilian workers in the area of cryptology, this is mission-critical work that supports the mission of the NSA to protect the nation from threats and gain an advantage for the United States and its allies in matters of intelligence and security.

8. BERLITZ and CLCI competed against each other and other entities to win contracts to provide foreign-language training services to the NSA.

9. In early 2017, the NSA announced a competitive bidding process by which it would award up to three prime contracts to companies to provide training services in specified foreign languages at each of six different geographic locations around the United States, including an area that encompasses the city of Odenton, Maryland. These contracts were collectively known as External Language Training III contracts, hereinafter “ELT-III Contracts.” The term of each ELT-III Contract, including extensions, ran from 2017-2022 and, together, authorized up to \$3.75 million in funds to be paid to the successful bidders. The NSA stated that the ELT-III Contracts would be awarded to up to three companies whose bids were deemed Technically Acceptable, including by being able to provide training in appropriate facilities at all six specified geographic locations, and by bidding the lowest prices. On approximately August 1, 2017, CLCI, BERLITZ, and an unrelated third party each were awarded one of the ELT-III Contracts.

10. Each winner of an ELT-III Contract was thereafter entitled to submit a bid for individual Delivery Orders issued under those contracts; each Delivery Order called for a particular set of training sessions in a particular foreign language at a particular location. The NSA stated that each Delivery Order would be awarded to the company whose bid for the described training was deemed Technically Acceptable and who bid the lowest price. In order to be deemed Technically Acceptable, the company was required to have a facility in the particular location in which it could conduct the training. Through December 21, 2017, the NSA bid and awarded approximately 15 Delivery Orders under the ELT-III Contracts.

DESCRIPTION OF THE OFFENSE

11. From at least as early as March 2017 until at least December 2017, the exact dates being unknown to the United States, in the District of New Jersey and elsewhere, CLCI,

BERLITZ, and their co-conspirators did knowingly and willfully combine, conspire, confederate, and agree to defraud the United States by impeding, impairing, obstructing, and defeating by dishonest means the lawful government functions of the NSA, an agency of the United States, namely, the competitive bidding for and operation of the ELT-III Contracts and the Delivery Orders issued thereunder, in violation of Title 18, United States Code, Section 371.

OBJECT OF THE CONSPIRACY

12. The object of the conspiracy was for CLCI to fraudulently obtain an ELT-III Contract and Delivery Orders issued thereunder, by falsely representing CLCI's facilities available to perform under the Contract; to suppress competition between CLCI and BERLITZ for certain Delivery Orders issued under their Contracts; and to obtain payments for certain work performed under their Contracts.

MEANS AND METHODS OF THE CONSPIRACY

13. For the purpose of forming and carrying out the charged combination and conspiracy, CLCI, BERLITZ, and their co-conspirators did those things that they combined and conspired to do, including, among other things:

a. discussing, agreeing to, and facilitating CLCI's submission of false and misleading bid information to the NSA in order to misrepresent its bid as Technically Acceptable, specifically by falsely and misleadingly claiming that CLCI could perform foreign-language training services at a particular facility in Odenton, Maryland ("the Odenton Facility") that in fact belonged to and was operated solely by BERLITZ;

b. discussing and agreeing that, in exchange for BERLITZ's agreement to allow CLCI to misrepresent the Odenton Facility as available to CLCI for its performance of foreign-language training services, CLCI would not bid against BERLITZ for Delivery Orders involving foreign-language training scheduled to take place in or near Odenton, Maryland;

c. discussing and agreeing that CLCI and BERLITZ would deceive the NSA regarding the existence and nature of their agreement;

d. submitting invoices to the NSA for foreign-language training services provided under the ELT-III Contracts and associated Delivery Orders, which, by the means and methods described above, were based on non-competitive bids; and

e. receiving payments for foreign-language training services provided under the ELT-III Contracts and associated Delivery Orders, which, by the means and methods described above, were based on non-competitive bids.

OVERT ACTS

14. In furtherance of the conspiracy and to effect the illegal object thereof, CLCI and BERLITZ, together with their co-conspirators, committed the following overt acts, among others, in the District of New Jersey and elsewhere in the United States:

a. On or around April 12, 2017, CLCI emailed BERLITZ a draft letter memorializing their agreement, pursuant to which:

i. CLCI, in its bid to the NSA for the ELT-III Contract, would falsely represent that it could perform foreign-language training services at the Odenton Facility;

ii. CLCI would not disclose to the NSA that the Odenton Facility was in fact owned and operated solely by BERLITZ; and

iii. if both CLCI and BERLITZ won ELT-III Contracts, CLCI would not bid against BERLITZ for Delivery Orders issued under the ELT-III Contracts for work in or near Odenton, Maryland;

b. On or around April 17, 2017, CLCI and BERLITZ executed the written agreement described in subsection (a) above;

c. On or around April 20, 2017, CLCI and BERLITZ each submitted a bid to the NSA for an ELT-III Contract. The bid submitted by CLCI falsely described the Odenton Facility as “our Odenton, MD location” and included a floor plan for the Odenton Facility described as “our floor plan,” without disclosing to the NSA that such facility was in fact owned and operated solely by BERLITZ;

d. In or around May 2017, after the NSA sent a request to CLCI and BERLITZ for additional information on their Maryland training facilities, BERLITZ emailed CLCI a revised floorplan for the Odenton Facility for CLCI to use in its response to the NSA;

e. On or around May 17, 2017, CLCI submitted a revised floor plan for the Odenton Facility and again falsely represented it as a location at which CLCI could perform the training, without disclosing to the NSA that such facility was in fact owned and operated solely by BERLITZ;

f. On or around August 1, 2017, after the NSA had selected both CLCI and BERLITZ as winners of ELT-III Contracts, CLCI and BERLITZ each executed a written ELT-III Contract with the NSA, entitling each to compete for Delivery Orders to be bid and awarded under those contracts;

g. On or around August 9, 2017, after the NSA had sent out the first ELT-III Delivery Order for bid, CLCI and BERLITZ exchanged emails to maintain their conspiratorial agreement, including an email by CLCI to confirm that, in accordance with their April 17, 2017 conspiratorial agreement, CLCI would not bid on this Delivery Order because it called for foreign-language training work in Maryland;

h. Shortly after the email conversations referred to in subsection (g) above, consistent with those communications and the conspiratorial agreement, BERLITZ submitted and CLCI declined to submit a bid to the NSA for the first Delivery Order;

i. On or around August 17, 2017, after the NSA had sent out the second ELT-III Delivery Order for bid, CLCI and BERLITZ exchanged emails to maintain their conspiratorial agreement, including an email by CLCI to confirm that it would not bid on this Delivery Order because it called for foreign-language training work in Maryland;

j. Shortly after the email conversations referred to in subsection (i) above, consistent with those communications and the conspiratorial agreement, BERLITZ submitted and CLCI declined to submit a bid to the NSA for the second Delivery Order;

k. During the period from in or around August 2017 until on or around December 18, 2017, BERLITZ submitted bids for and was awarded Delivery Orders under the ELT-III Contract for foreign-language training work to be performed in Maryland, worth approximately \$111,312.00, while CLCI did not submit any bids on those Delivery Orders; and

[Intentionally left blank]

1. During the period from in or around August 2017 until on or around December 18, 2017, BERLITZ submitted or caused to be submitted to the NSA invoices for payments for work awarded under the ELT-III Contract performed in Maryland, and received at least one payment from the General Services Administration for such invoiced work.

ALL IN VIOLATION OF TITLE 18, UNITED STATES CODE, SECTION 371.



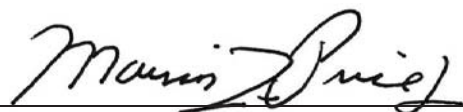
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INFORMATION FOR

18 U.S.C. § 371

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