

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

UNITED STATES OF AMERICA)	INFORMATION NO.:	<u>CR115 085</u>
v.)	VIO:	18 U.S.C. § 1001
JESSE JAMES ANDERSON,)		False Statement
)		
Defendant.)		

FILED
 U.S. DISTRICT COURT
 AUGUSTA DIV.
 2015 SEP 10 PM 12:30
 CLERK
 SD DIST. OF GA.

INFORMATION

THE UNITED STATES ATTORNEY CHARGES THAT at all times material to this Information:

1. The National Security Agency ("NSA") was a component of the United States Department of Defense, which was part of the executive branch of the United States Government.

2. NSA contracted with outside companies (the "Contractors") to obtain certain intelligence analysis services. The Contractors provided such services under the terms of two contracts: 1) a cost-plus-award-fee contract, contract number #####-##-C-0582; and 2) a cost-plus-award-fee contract, contract number #####-##-C-1437 (collectively referred to as the "Services Contracts").

3. The Defendant herein, **JESSE JAMES ANDERSON** (hereinafter referred to as "**ANDERSON**"), was a resident of Augusta, Georgia, and was employed full-time as a Language Analyst, during the time periods from February 1, 2012 to December 31, 2012 and from January 1, 2013 through January 31, 2014, by the Contractors or the subcontractors ("the Subcontractors") to the Contractors

(collectively referred to as the "Employers") to perform work under the terms of the Services Contracts.

4. ANDERSON's sole duty station with respect to the Services Contracts was located at the NSA facility within Fort Gordon, Georgia ("NSA Facility").

5. Under the terms of the Services Contracts, ANDERSON was required to be physically present within the NSA Facility when performing work on the Services Contracts. In other words, ANDERSON was required to perform his job duties exclusively inside the NSA Facility.

6. The Employers required ANDERSON to maintain a record of his time and attendance and to submit a timesheet in electronic form for each and every two-week pay period.

7. In those timesheets, ANDERSON was required to accurately state the number of hours he had worked during the relevant pay period on the Services Contracts.

8. ANDERSON received regular paychecks from the Employers in which he was paid based upon the number of hours he claimed to work on the Services Contracts for the pay periods in question.

9. Based on the hours that ANDERSON claimed to have worked on the Services Contracts, the Subcontractors periodically invoiced the Contractors for such hours. The Contractors, in turn, periodically invoiced NSA for the hours that ANDERSON claimed to have worked on the Services Contracts.

10. After NSA received invoices from the Contractors, which included the amounts invoiced for hours that **ANDERSON** had reported to the Employers that he had worked on the Services Contracts, NSA paid the Contractors for such claimed hours. The Contractors, in turn, made payments to the Subcontractors for **ANDERSON**'s claimed hours.

11. NSA paid the Contractors between \$77.28 per hour and \$92.43 per hour for the hours that **ANDERSON** claimed to have worked on the Services Contracts.

12. From on or about February 1, 2012 through December 31, 2012 and from January 1, 2013 through January 31, 2014, **ANDERSON** submitted, and caused to be submitted, false timesheets to the Employers claiming that he had worked, in total, 736.25 hours more than he had actually worked on the Services Contracts. The Employers, in turn, submitted invoices to NSA for all of these hours that **ANDERSON** claimed to have worked, but in fact, had not worked on the Services Contracts.

13. Based on the invoices that the Contractors submitted to NSA for the hours that **ANDERSON** claimed to have worked, but in fact, had not worked on the Services Contracts, NSA overpaid the Contractors at least Sixty Nine Thousand Two Hundred Seventy Six Dollars and Fifty Five Cents (\$69,276.55).

The False Statement

14. The United States Attorney realleges and incorporates by reference

Paragraphs 1 through 13 of this Information as if fully set forth herein.

15. On or about March 16, 2013, in Richmond County, within the Southern District of Georgia, the Defendant herein,

JESSE JAMES ANDERSON,

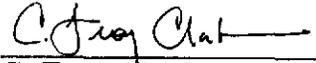
knowingly and willfully, in a matter within the jurisdiction of the National Security Agency, a part of the executive branch of the Government of the United States, made materially false, fictitious, and fraudulent statements and representations, in that he submitted a timesheet to the Employer for the pay period ending on the same date, in which he claimed that he had worked 40 hours on the Services Contracts, which, as he well knew, was 6.5 hours more than he had, in fact, worked on the Services Contracts for the relevant pay period; all done in violation of Title 18, United States Code, Section 1001.

Edward J. Tarver
United States Attorney

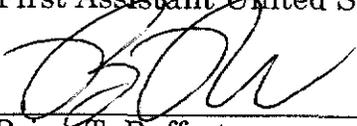
Nancy C. Greenwood
Assistant United States Attorney
Deputy Chief, Criminal Division



James D. Durham
First Assistant United States Attorney



C. Troy Clark
Assistant United States Attorney
(Lead Counsel)



Brian T. Rafferty
Assistant United States Attorney
Chief, Criminal Division