

Congress of the United States
Washington, DC 20515

March 17, 2021

Mr. Robert L. Jenkins, Jr.
Bynum & Jenkins
1010 Cameron Street, Suite 123
Alexandria, VA 22314

Dear Mr. Jenkins:

On July 14, 2020, the Select Subcommittee on the Coronavirus Crisis sent your client, Mr. Robert S. Stewart, Jr., a letter requesting documents related to a \$35 million contract that his company, Federal Government Experts, LLC (FGE), received from the Department of Veterans Affairs (VA) during the previous Administration.¹ On February 3, 2021, Mr. Stewart pleaded guilty to making false statements to multiple federal agencies to fraudulently obtain this multimillion-dollar contract and other benefits. At this hearing, you asserted that Mr. Stewart is “engaged in some negotiations” with the Select Subcommittee that “may lead to Mr. Stewart providing some cooperation.”² However, Mr. Stewart has repeatedly refused to produce a single document to the Select Subcommittee, and you have refused to engage in discussions with our staff, obstructing the Select Subcommittee’s investigation. I write to renew the Select Subcommittee’s requests and to provide your client a final opportunity to comply voluntarily before the Select Subcommittee considers alternative measures to obtain compliance.

On April 10, 2020, the Trump Administration awarded FGE a \$35 million contract to provide six million N95 masks for VA facilities.³ VA awarded this contract without competition despite the fact that FGE was a first-time government contractor that lacked experience selling medical equipment and was seeking more than three times the manufacturer’s price for the masks.⁴ VA canceled the contract after the company failed to deliver. FGE also appears to have received several other contracts from other federal agencies in April 2020, including a \$3.5

¹ Letter from Chairman James E. Clyburn, Select Subcommittee on the Coronavirus Crisis, to Robert S. Stewart, Jr., Federal Government Experts, LLC (July 14, 2020) (online at coronavirus.house.gov/sites/democrats.coronavirus.house.gov/files/2020-07-14.Clyburn%20to%20Fed%20Gov%20Experts%20contractor%20re%20PPE.pdf).

² *United States v. Robert S. Stewart, Jr.*, 21-CR-00005, Hearing on Plea Agreement (Feb. 3, 2021) (online at coronavirus.house.gov/sites/democrats.coronavirus.house.gov/files/U.S.%20v.%20Stewart%2021-5%202-3-21f.pdf); *Contractor Who Was Awarded \$34.5 Million in Government Money and Provided Zero Masks Pleads Guilty to Fraud*, ProPublica (Feb. 3, 2021) (online at www.propublica.org/article/contractor-masks-guilty-plea).

³ USASpending.gov, *Contract Summary: Definitive Contract 36E77620C0056* (online at www.usaspending.gov/#/award/CONT_AWD_36E77620C0056_3600_-NONE_-NONE-) (accessed Mar. 16, 2021).

⁴ *How Profit and Incompetence Delayed N95 Masks While People Died at the VA*, ProPublica (May 1, 2020) (online at www.propublica.org/article/how-profit-and-incompetence-delayed-n95-masks-while-people-died-at-the-va).

million award to provide N95 masks to the Federal Emergency Management Agency (FEMA), which was also cancelled due to FGE's "non-delivery of N95 masks."⁵ These actions raise serious concerns about why FGE received these contracts and whether contracts for critical medical supplies awarded to inexperienced and unreliable suppliers like FGE hampered the federal government's coronavirus response.

The Select Subcommittee has made repeated efforts to seek voluntary compliance with its July 14, 2020 request, but Mr. Stewart has refused to comply. On July 28, 2020, FGE's then counsel informed Select Subcommittee staff that Mr. Stewart was under criminal investigation by the U.S. Attorney's Office for the Eastern District of Virginia and that he was unwilling to voluntarily cooperate with the Select Subcommittee's investigation.⁶ Mr. Stewart subsequently hired you as new counsel. On October 21, 2020, you informed Select Subcommittee staff by telephone that Mr. Stewart may be willing to cooperate with the Select Subcommittee's investigation on a voluntary basis. On November 23, 2020, you confirmed to Select Subcommittee staff that your client would produce materials to the Select Subcommittee that were previously provided to prosecutors and would consider producing additional documents in the future. During a December 7, 2020 phone call, you stated that you would begin producing responsive documents the following day. However, no documents were sent and you ignored numerous emails and phone calls from Select Subcommittee staff seeking to facilitate this production over the next three months.

On February 3, 2021, Mr. Stewart pleaded guilty to "making false statements, wire fraud, and theft of government funds" in connection with the VA contract, the FEMA contract, and other fraudulently obtained government loans and benefits. According to the Department of Justice, Mr. Stewart falsely stated that he was "in possession of large quantities of PPE, including N95 masks." The U.S. Attorney for the Eastern District of Virginia stated that Mr. Stewart's actions "undermined the government's ability to provide much needed PPE to the community, including to the front-line health care workers serving our military veterans."⁷

During Mr. Stewart's February 3, 2021 plea hearing, you argued that your client should be free to travel to Washington, D.C. without supervision prior to sentencing, explaining:

⁵ USASpending.gov, *Spending by Prime Award: Federal Government Experts, LLC* (online at www.usaspending.gov/search/a6484cd07116ad5a33a42c06746a9001) (accessed Mar. 16, 2021); USASpending.gov, *Contract Summary: Purchase Order (PO) 70FBR320P00000014* (online at www.usaspending.gov/award/CONT_AWD_70FBR320P00000014_7022_-NONE_-NONE-) (accessed Mar. 11, 2021).

⁶ Call with Steve McCool, McCool Law PLLC, and Staff, Select Subcommittee on the Coronavirus Crisis (July 28, 2020); *see also* Letter from Steve McCool, McCool Law PLLC, to Chairman James E. Clyburn, Select Subcommittee on the Coronavirus Crisis (July 24, 2020) (stating that Robert Stewart, Jr. "asserts his rights under the Constitution of the United States and respectfully declines to produce any documents that may be responsive to your inquiry") (online at coronavirus.house.gov/sites/democrats.coronavirus.house.gov/files/Clyburn%20Letter%207-24-20%20%282%29.pdf).

⁷ U.S. Attorney's Office for the Eastern District of Virginia, *Press Release: CEO Pleads Guilty to Defrauding Multiple Federal Agencies* (Feb. 3, 2021) (online at www.justice.gov/usao-edva/pr/ceo-pleads-guilty-defrauding-multiple-federal-agencies#:~:text=Stewart%20pleaded%20guilty%20to%20making,less%20than%20the%20maximum%20penalties).

I'm [sic] also am engaged to represent Mr. Stewart in a matter that's being investigated by a subcommittee of the United States House of Representatives. Mr. Stewart and I are in [sic] engaged in some negotiations that may lead to Mr. Stewart providing some cooperation with their efforts.⁸

Contrary to that assertion, you have not engaged in any negotiations or produced any documents since Mr. Stewart's guilty plea, and you have continued to obstruct the Select Subcommittee's investigation. Select Subcommittee staff wrote to you again on February 8, 2021, to seek Mr. Stewart's cooperation, but you failed to reply.

For all these reasons, the Select Subcommittee renews its request that Mr. Stewart produce the documents and information, dated from January 1, 2020, to the present, that were originally requested on July 14, 2020. Please produce these materials by March 31, 2021. If Mr. Stewart fails to do so, the Select Subcommittee will have no choice but to consider alternative measures to obtain compliance. These requests include:

1. All documents and communications, including internal communications and communications with any federal employee or third party, related to any federal contract for personal protective equipment, medical supplies, or testing supplies. This includes but is not limited to documents and communications regarding:
 - a. Federal Government Experts' interest in procuring supplies or in contracting with the federal government;
 - b. any solicitation or request for proposals or offers;
 - c. any offer, bid, or proposal from Federal Government Experts, including pricing information;
 - d. the award, modification, or termination of any contract or purchase order; and
 - e. Federal Government Experts' performance under any contract or purchase order, including any deficiencies in performance.
2. The following documents and information related to any federal contract to provide personal protective equipment, medical supplies, or testing supplies:
 - a. all agreements with subcontractors, suppliers, distributors, and other third-party sellers, including related price information;
 - b. a detailed description of Federal Government Experts' actual and expected costs associated with the contract by product; and
 - c. a detailed description of Federal Government Experts' actual and expected profits from the contract by product.

⁸ *United States v. Robert S. Stewart, Jr.*, 21-CR-00005, Hearing on Plea Agreement (Feb. 3, 2021) (online at coronavirus.house.gov/sites/democrats.coronavirus.house.gov/files/U.S.%20v.%20Stewart%2021-5%202-3-21f.pdf).

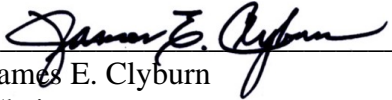
Mr. Robert L. Jenkins, Jr.

Page 4

These requests are consistent with the House of Representatives' authorization of the Select Subcommittee on the Coronavirus Crisis "to conduct a full and complete investigation" of "issues related to the coronavirus crisis," including the "preparedness for and response to the coronavirus crisis as well as "reports of waste, fraud, abuse, price gouging, profiteering, or other abusive practices related to the coronavirus crisis."⁹

An attachment to this letter provides additional instructions for responding to the Select Subcommittee's request. If you have any questions regarding this request, please contact Select Subcommittee staff at (202) 225-4400.

Sincerely,


James E. Clyburn
Chairman
Select Subcommittee on the Coronavirus Crisis

Enclosure

cc: The Honorable Steve Scalise, Ranking Member
Select Subcommittee on the Coronavirus Crisis

⁹ H.Res. 935, 116th Cong. (2020); H.Res. 8, sec. 4(f), 117th Cong. (2021).

Responding to Oversight Committee Document Requests

1. In complying with this request, produce all responsive documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, and representatives acting on your behalf. Produce all documents that you have a legal right to obtain, that you have a right to copy, or to which you have access, as well as documents that you have placed in the temporary possession, custody, or control of any third party.
2. Requested documents, and all documents reasonably related to the requested documents, should not be destroyed, altered, removed, transferred, or otherwise made inaccessible to the Committee.
3. In the event that any entity, organization, or individual denoted in this request is or has been known by any name other than that herein denoted, the request shall be read also to include that alternative identification.
4. The Committee's preference is to receive documents in electronic form (i.e., CD, memory stick, thumb drive, or secure file transfer) in lieu of paper productions.
5. Documents produced in electronic format should be organized, identified, and indexed electronically.
6. Electronic document productions should be prepared according to the following standards:
 - a. The production should consist of single page Tagged Image File ("TIF"), files accompanied by a Concordance-format load file, an Opticon reference file, and a file defining the fields and character lengths of the load file.
 - b. Document numbers in the load file should match document Bates numbers and TIF file names.
 - c. If the production is completed through a series of multiple partial productions, field names and file order in all load files should match.
 - d. All electronic documents produced to the Committee should include the following fields of metadata specific to each document, and no modifications should be made to the original metadata:

BEGDOC, ENDDOC, TEXT, BEGATTACH, ENDATTACH, PAGECOUNT, CUSTODIAN, RECORDTYPE, DATE, TIME, SENTDATE, SENTTIME, BEGINDATE, BEGINTIME, ENDDATE, ENDTIME, AUTHOR, FROM, CC, TO, BCC, SUBJECT, TITLE, FILENAME, FILEEXT, FILESIZE, DATECREATED, TIMECREATED, DATELASTMOD, TIMELASTMOD,

INTMSGID, INTMSGHEADER, NATIVELINK, INTFILPATH, EXCEPTION,
BEGATTACH.

7. Documents produced to the Committee should include an index describing the contents of the production. To the extent more than one CD, hard drive, memory stick, thumb drive, zip file, box, or folder is produced, each should contain an index describing its contents.
8. Documents produced in response to this request shall be produced together with copies of file labels, dividers, or identifying markers with which they were associated when the request was served.
9. When you produce documents, you should identify the paragraph(s) or request(s) in the Committee's letter to which the documents respond.
10. The fact that any other person or entity also possesses non-identical or identical copies of the same documents shall not be a basis to withhold any information.
11. The pendency of or potential for litigation shall not be a basis to withhold any information.
12. In accordance with 5 U.S.C. § 552(d), the Freedom of Information Act (FOIA) and any statutory exemptions to FOIA shall not be a basis for withholding any information.
13. Pursuant to 5 U.S.C. § 552a(b)(9), the Privacy Act shall not be a basis for withholding information.
14. If compliance with the request cannot be made in full by the specified return date, compliance shall be made to the extent possible by that date. An explanation of why full compliance is not possible shall be provided along with any partial production.
15. In the event that a document is withheld on the basis of privilege, provide a privilege log containing the following information concerning any such document: (a) every privilege asserted; (b) the type of document; (c) the general subject matter; (d) the date, author, addressee, and any other recipient(s); (e) the relationship of the author and addressee to each other; and (f) the basis for the privilege(s) asserted.
16. If any document responsive to this request was, but no longer is, in your possession, custody, or control, identify the document (by date, author, subject, and recipients), and explain the circumstances under which the document ceased to be in your possession, custody, or control.
17. If a date or other descriptive detail set forth in this request referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, produce all documents that would be responsive as if the date or other descriptive detail were correct.

18. This request is continuing in nature and applies to any newly-discovered information. Any record, document, compilation of data, or information not produced because it has not been located or discovered by the return date shall be produced immediately upon subsequent location or discovery.
19. All documents shall be Bates-stamped sequentially and produced sequentially.
20. Two sets of each production shall be delivered, one set to the Majority Staff and one set to the Minority Staff. When documents are produced to the Committee, production sets shall be delivered to the Majority Staff in Room 2157 of the Rayburn House Office Building and the Minority Staff in Room 2105 of the Rayburn House Office Building.
21. Upon completion of the production, submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control that reasonably could contain responsive documents; and (2) all documents located during the search that are responsive have been produced to the Committee.

Definitions

1. The term “document” means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including, but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, data, working papers, records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, communications, electronic mail (email), contracts, cables, notations of any type of conversation, telephone call, meeting or other inter-office or intra-office communication, bulletins, printed matter, computer printouts, teletypes, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, and work sheets (and all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments of any of the foregoing, as well as any attachments or appendices thereto), and graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings and motion pictures), and electronic, mechanical, and electric records or representations of any kind (including, without limitation, tapes, cassettes, disks, and recordings) and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, disk, videotape, or otherwise. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.
2. The term “communication” means each manner or means of disclosure or exchange of information, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether in a meeting, by telephone, facsimile, mail, releases, electronic

message including email (desktop or mobile device), text message, instant message, MMS or SMS message, message application, or otherwise.

3. The terms “and” and “or” shall be construed broadly and either conjunctively or disjunctively to bring within the scope of this request any information that might otherwise be construed to be outside its scope. The singular includes plural number, and vice versa. The masculine includes the feminine and neutral genders.
4. The term “including” shall be construed broadly to mean “including, but not limited to.”
5. The term “Company” means the named legal entity as well as any units, firms, partnerships, associations, corporations, limited liability companies, trusts, subsidiaries, affiliates, divisions, departments, branches, joint ventures, proprietorships, syndicates, or other legal, business or government entities over which the named legal entity exercises control or in which the named entity has any ownership whatsoever.
6. The term “identify,” when used in a question about individuals, means to provide the following information: (a) the individual’s complete name and title; (b) the individual’s business or personal address and phone number; and (c) any and all known aliases.
7. The term “related to” or “referring or relating to,” with respect to any given subject, means anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is pertinent to that subject in any manner whatsoever.
8. The term “employee” means any past or present agent, borrowed employee, casual employee, consultant, contractor, de facto employee, detailee, fellow, independent contractor, intern, joint adventurer, loaned employee, officer, part-time employee, permanent employee, provisional employee, special government employee, subcontractor, or any other type of service provider.
9. The term “individual” means all natural persons and all persons or entities acting on their behalf.