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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION

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U.S. DISTRICT COURT
N.D. OF ALABAMA

UNITED STATES OF AMERICA)
)
 v.)
)
 TERESA MAYBERRY)

PLEA AGREEMENT

The United States and defendant TERESA MAYBERRY, hereby acknowledge the following plea agreement in this case:

PLEA

The defendant agrees to plead guilty to COUNT ONE of the Information filed in the above numbered and captioned matter. In exchange, the United States Attorney, acting on behalf of the Government and through undersigned Assistant United States Attorneys, agrees to the disposition specified below, subject to the conditions in paragraphs VIII and IX.

TERMS OF THE AGREEMENT

I. MAXIMUM PUNISHMENT

COUNT ONE
Obstruction of a Federal Audit
18 U.S.C. § 1516

The defendant understands that the maximum statutory punishment that may be imposed for the crime of conspiracy to "Obstruction of a Federal Audit" is:

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- A. Imprisonment for not more than 5 years;
- B. A fine of not more than \$250,000.00, or;
- C. Both (a and b);
- D. Supervised release of not more than three years; and
- E. Special Assessment Fee of \$100.

II. FACTUAL BASIS FOR PLEA

The defendant stipulates that the following facts are true and may be used to establish a factual basis for defendant's guilty plea and sentence.

A. Teresa Mayberry, the Defendant, was a contract officer, assigned to Army Contracting Command-Redstone (ACC-Redstone), headquartered at Redstone Arsenal, Alabama. She was authorized to sign binding contracts on behalf of the United States Government (USG). Defendant Mayberry also supervised various contract specialists.

B. Company #1 was a company located in Madison, Alabama, that contracted with the USG on the contracts referenced in this Information.

C. Company #2 was a Lithuanian company that subcontracted with Company #1 on the contracts referenced in this Information.

D. On or about September 28, 2011, ACC-Redstone awarded contract W58RGZ-09-D0130, Task Order 0102, in the amount of approximately \$9 million, to Company #1 to perform cockpit modifications on certain Russian-made Mi-17 helicopters.

E. On or about April 1, 2011, ACC-Redstone modified Task Order 0102 to add a new contract consisting of overhauling five Pakistan Mi-17 helicopters, totaling approximately \$12.8 million ("overhaul contract").

F. On or about May 9, 2011, Defendant Mayberry signed another modification to Task Order 0102—the "parts contract"—providing for the USG to purchase from Company #1 up to \$9 million of replacement parts for the overhauls in the event that a part on the aircrafts cannot be overhauled. The "parts contract"

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was variously described as being for "replacement parts," "over and above parts," or a "rotable pool" of spare parts.

G. On or about September 2011, Company #2 submitted to Company #1 a list of parts it proposed to provide Company #1 under the "parts contract," and the prices it proposed to charge for those parts, totaling approximately \$7 million. On December 23, 2011, Company #1 submitted to Defendant Mayberry a proposal to purchase the parts set forth on that list at the quoted prices, and on that same date Defendant Mayberry directed Company #1 to implement the "parts contract" and purchase the parts per Company #1's proposal. That proposal was in excess of \$8 million, consisting of approximately \$7 million to be paid to Company #2 for the parts plus other fees. At no time before December 23, 2011, was there an agreement between the USG and Company #1 as to the parts to be purchased by Company #1 under the "parts contract" and the prices to be paid by Company #1 to Company #2 for the parts.

H. No written analysis was ever performed by USG personnel as to whether the parts on Company #1's December 23, 2011 proposal were needed and/or would be needed and/or whether the prices Company #1 proposed paying Company #2 for those parts were fair and reasonable. The USG paid Company #1 approximately \$8 million from January of 2012 through December of 2012 under the "parts contract."

I. Beginning in December 2011, the Department of Defense Office of Inspector General (DODIG) began an audit of the Mi-17 "overhaul contract" and the "parts contract."

J. It was material to the DODIG to determine whether the USG paid a reasonable price for the parts, whether the parts that were purchased were needed, and whether the contracting officer and contracting personnel followed correct contracting procedures in connection with executing and implementing the "parts contract."

K. On or from approximately January 2012 through August 2012, on occasions set forth below, as part of a course of conduct, in the Northern District of Alabama, and elsewhere, the Teresa Mayberry, with the intent to deceive and defraud the United States, endeavored to influence, obstruct, and impede a Federal auditor, that is, auditors of the Department of Defense Inspector General (DODIG), in the performance of official duties relating to a person, entity or program receiving in excess of \$100,000, directly or indirectly, from the United States in

any one year period under a contract or subcontract, namely, the “parts contract” that was part of W58RGZ-09-D0130, Task Order 0102, as follows:

1. False “Fair and Reasonable Cost Determination” Memorandum.

On or about January 2012, defendant Mayberry directed a contracting specialist to create a document in the nature of a memorandum, bearing the typed date “May 6, 2011,” with the subject line: “Fair and Reasonable Cost Determination.” That document was purportedly signed by a contract specialist who worked for defendant Mayberry, when, in truth and in fact, as defendant Mayberry then well knew, the document was created on or about January 2012, was not prepared or signed by the contract specialist, and was not used or in existence before the decision was made in May 2011 to modify Task Order 0102 and add the “parts contract.” Defendant Mayberry:

(a) caused that false document (the Fair and Reasonable Cost Determination Memorandum) to be inserted into the contract file that was being audited by DODIG;

(b) sent that false document to DODIG by email in response to a question about contract actions taken in connection with carrying out the parts contract; and,

(c) failed to disclose to DODIG that the above-described document was false when put on notice that DODIG had seen this document and believed it to be authentic.

2. False “Pre-Negotiation Objective Memorandum” (POM) and “Price Negotiation Memorandum” (PNM).

On or about June 25-26, 2012, defendant Mayberry caused to be created and sent by email to the DODIG the following documents related to the “parts contract”: (1) a “Pre-Negotiation Objective Memorandum ” (POM)—setting forth such information as the Government’s objective in the price negotiations—bearing the signature of defendant Mayberry and a contract specialist and purportedly signed May 6, 2011, and (2) a “Price Negotiation Memorandum” (PNM) bearing the signature of defendant Mayberry and purportedly signed May 7, 2011, representing that on May 6, 2011, defendant Mayberry, the contract specialist, and representatives of Company #1 had engaged in price negotiations and setting forth the dollar amounts sought and achieved by the USG in those negotiations, when, in truth and in fact, as defendant Mayberry then well knew:

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(a) the POM and PNM were in fact created on or about June 25-26, 2012, not in May 2011;

(b) no price negotiations had occurred on or about May 6, 2011, related to the "parts contract" as falsely referenced in the POM and PNM; and,

(c) defendant Mayberry had directed a subordinate employee to sign the POM on or about June 26, 2012, knowing it was false and fraudulent and was and/or would be back-dated to May 2011.


3. False "Company #1 Price Proposal" and False "USG Technical Evaluation."

On or about August 14, 2012, defendant Mayberry caused to be created and sent by email to the DODIG the following false documents in response to DODIG's request to view the price proposal and technical evaluation referenced in the June 26, 2012 POM described above:

(a) a document purporting to be Company #1's price proposal referenced in the June 26, 2012 POM that was falsely dated May 6, 2011, but which, in truth and in fact, as the defendant then well knew, was an altered version of Company #1's actual December 23, 2011, proposal, with the document having been altered to remove the date of "December 23, 2011" and to change the costs and prices actually quoted by Company #1 so as to correspond with the POM; and,

(b) a document purporting to be the technical evaluation referenced in the June 26, 2012 POM of Company #1's proposal, when, in truth and in fact, as defendant Mayberry then well knew: i) the document was a copy of a technical evaluation that was actually prepared and originally dated by stamp March 30, 2011, which did not relate to the "parts contract" with that document being altered to remove the date, and, ii) no written technical evaluation had in fact been done on the "parts contract" before the signing of the "parts contract" in May 2011.

The defendant hereby stipulates that the facts stated above are substantially correct and that the Court can use these facts in calculating the defendant's sentence. The defendant further acknowledges that these facts do

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not constitute all of the evidence of each and every act that the defendant may have committed.


TERESA MAYBERRY

III. RECOMMENDED SENTENCE


Subject to the limitations in paragraph VIII regarding subsequent conduct and pursuant to Rule 11(c)(1)(B), Fed.R.Crim.P., the government will recommend the following:

A. That the defendant be awarded an appropriate reduction in offense level for acceptance of responsibility;

B. That the defendant be sentenced at the low-end of the advisory United States Sentencing Guideline range as that is determined by the court on the date that the sentence is pronounced.

C. That following any term of imprisonment, the defendant be placed on supervised release for a period to be determined by the court, subject to the standard conditions of supervised release as set forth in U.S.S.G. § 5D1.3.

D. That the defendant be required to pay a fine in accordance with the sentencing guidelines, said amount due and owing as of the date sentence is pronounced, with any outstanding balance to be paid in full by the expiration of the term of supervised release.

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E. That the defendant pay a special assessment fee of \$100, said amount due and owing as of the date sentence is pronounced.

IV. WAIVER OF RIGHT TO APPEAL AND POST-CONVICTION RELIEF

In consideration of the recommended disposition of this case, I, TERESA MAYBERRY hereby waive and give up my right to appeal my conviction and/or sentence in this case, as well as any fines, restitution, and forfeiture orders that the Court might impose. Further, I waive and give up the right to challenge my conviction and/or sentence, any fines, restitution, forfeiture orders imposed or the manner in which my conviction and/or sentence, any fines, restitution, and forfeiture orders were determined in any post-conviction proceeding, including, but not limited to, a motion brought under 28 U.S.C. § 2255.

The defendant reserves the right to contest in an appeal or post-conviction proceeding any or all of the following:

A. Any sentence imposed in excess of the applicable statutory maximum sentence(s);

B. Any sentence imposed in excess of the guideline sentencing range determined by the Court at the time sentence is imposed; and,

C. Ineffective assistance of counsel.

The defendant acknowledges that before giving up these rights, the

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defendant discussed the Federal Sentencing Guidelines and their application to the defendant's case with the defendant's attorney, who explained them to the defendant's satisfaction. The defendant further acknowledges and understands that the government retains its right to appeal where authorized by statute.

I, TERESA MAYBERRY, hereby place my signature on the line directly below to signify that I fully understand the foregoing paragraphs, and that I am knowingly and voluntarily entering into this waiver.



TERESA MAYBERRY

V. UNITED STATES SENTENCING GUIDELINES

Defendant's counsel has explained to the defendant, that in light of the United States Supreme Court's decision in United States v. Booker, the federal sentencing guidelines are advisory in nature. Sentencing is in the Court's discretion and is no longer required to be within the guideline range.

VI. AGREEMENT NOT BINDING ON COURT

The defendant fully and completely understands and agrees that it is the Court's duty to impose sentence upon the defendant and that any sentence recommended by the government is **NOT BINDING UPON THE COURT**, and that the Court is not required to accept the government's recommendation.

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Further, the defendant understands that if the Court does not accept the government's recommendation, the defendant does not have the right to withdraw the guilty plea.

VII. VOIDING OF AGREEMENT

The defendant understands that should the defendant move the Court to accept the defendant's plea of guilty in accordance with, or pursuant to, the provisions of North Carolina v. Alford, 400 U.S. 25 (1970), or tender a plea of *nolo contendere* to the charges, this agreement will become NULL and VOID. In that event, the Government will not be bound by any of the terms, conditions, or recommendations, express or implied, which are contained herein.

VIII. SUBSEQUENT CONDUCT

The defendant understands that should the defendant violate any condition of pretrial release or violate any federal, state, or local law, or should the defendant say or do something that is inconsistent with acceptance of responsibility, the United States will no longer be bound by its obligations to make the recommendations set forth in this Agreement, but instead, may make any recommendation deemed appropriate by the United States Attorney in her sole discretion.

IX. OTHER DISTRICTS AND JURISDICTIONS

The defendant understands and agrees that this agreement binds the United

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States Department of Justice Criminal Division and the United States Attorney's Office for the Northern District of Alabama, and **DOES NOT BIND** any other United States Attorney in any other district, or any other state or local authority.

X. COLLECTION OF FINANCIAL OBLIGATION

If a fine is ordered and not paid within 7 days, the defendant agrees that in order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to fully disclose all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party; the defendant also will promptly submit a completed financial statement to the United States Attorney's Office, in a form that it provides and as it directs. The defendant also agrees that the defendant's financial statement and disclosures will be complete, accurate, and truthful. Finally, if a fine is ordered and not paid within 7 days, the defendant expressly authorizes the United States Attorney's Office to obtain a credit report on the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

XI. AGREEMENT REGARDING RELEVANT CONDUCT AND RESTITUTION

As part of the defendant's plea agreement, the defendant admits to the above facts associated with the charges and relevant conduct for any other acts. The defendant understands and agrees that the conduct contained in the factual basis

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will be used by the Court to determine the defendant's range of punishment under the advisory sentencing guidelines. This agreement is not meant, however, to prohibit the United States Probation Office or the Court from considering any other acts and factors which may constitute or relate to relevant conduct.

XII. OTHER CIVIL/ADMINISTRATIVE PROCEEDINGS

Immigration Status

Defendant recognizes that pleading guilty may have consequences with respect to her immigration status if she is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and defendant understands that no one, including any attorney or the district court, can predict to a certainty the effect of conviction on immigration status. Defendant nevertheless affirms that she wants to plead guilty regardless of any immigration consequences that plea may entail, even if the consequence is automatic removal from the United States.


XIII. DEFENDANT'S UNDERSTANDING

I have read and understand the provisions of this agreement consisting of 14 pages. I have discussed the case and my constitutional and other rights with my lawyer. I am satisfied with my lawyer's representation in this case. I understand

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that by pleading guilty, I will be waiving and giving up my right to continue to plead not guilty, to a trial by jury, to the assistance of counsel at that trial, to confront, cross-examine, or compel the attendance of witnesses, to present evidence in my behalf, to maintain my privilege against self-incrimination, and to the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein.

If the defendant violates any term or condition of this plea agreement, in any respect, the entire agreement will be deemed to have been breached and may be rendered null and void by the United States. Defendant understands, however, the government may elect to proceed with the guilty plea and sentencing. These decisions shall be in the sole discretion of the United States. If defendant does breach this agreement, defendant faces the following consequences: (1) all testimony and other information defendant has provided at any time (including any stipulations in this agreement) to attorneys, employees, or law enforcement officers of the government, may and will be used against defendant in any prosecution or proceeding; (2) the United States will be entitled to reinstate previously dismissed charges and/or pursue additional charges against defendant and to use any information obtained directly or indirectly from defendant in those additional prosecutions; and (3) the United States will be released from any obligations, agreements, or restrictions imposed upon it under this plea agreement.

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NO OTHER PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME BY THE PROSECUTOR, OR BY ANYONE ELSE, NOR HAVE ANY THREATS BEEN MADE OR FORCE USED TO INDUCE ME TO PLEAD GUILTY.

I further state that I have not had any drugs, medication, or alcohol within the past 48 hours except as stated here:

I understand that this Plea Agreement will take effect and will be binding as to the Parties after all necessary signatures have been affixed hereto.

I have personally and voluntarily placed my initials on every page of this Agreement and have signed the signature line below to indicate that I have read, understand, and approve all of the provisions of this Agreement, both individually and as a total binding agreement.

5/12/15
DATE



TERESA MAYBERRY

XIV. COUNSEL'S ACKNOWLEDGMENT


We have discussed this case with our client in detail and have advised him of all his rights and all possible defenses. She has conveyed to us that she understands this Agreement and consents to all its terms. We believe the plea and disposition set forth herein are appropriate under the facts of this case and are in accord with our best judgment. We concur in the entry of the plea on the terms and

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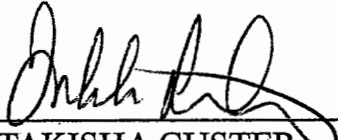
conditions set forth herein.

13 MAY 2015
DATE



BRIAN WHITE
Defense Counsel

5/13/15
DATE

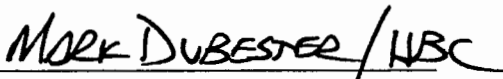


TAKISHA GUSTER
Defense Counsel

XV. GOVERNMENT'S ACKNOWLEDGMENT


I have reviewed this matter and this Agreement and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

5/18/2015
Date



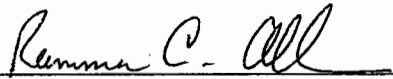
MARK DUBESTER
Special Trial Attorney

5/18/2015
Date



HENRY CORNELIUS
Assistant United States Attorney

5/18/2015
Date



RAMONA C. ALBIN
Assistant United States Attorney

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