

**FILED IN  
OPEN COURT**

**DEC 22 2008**

BY: 

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA )  
 )  
 v. )  
 )  
 THERESA JEANNE BAKER, )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

**PLEA AGREEMENT**

Case No. CR-08-138-D  
Violations: 18 U.S.C. § 371  
18 U.S.C. § 201  
18 U.S.C. § 981(a)(1)(C)  
28 U.S.C. § 2461(c)

**PLEA AGREEMENT**

The United States of America and THERESA JEANNE BAKER (“defendant”) and defendant’s counsel hereby enter into the following Plea Agreement pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure (“Fed. R. Crim. P.”):

**RIGHTS OF DEFENDANT**

1. Defendant understands her rights:
  - (a) to be represented by an attorney;
  - (b) to be charged by Indictment;
  - (c) to plead not guilty to any criminal charge brought against her;
  - (d) to have a trial by jury, at which she would be presumed not guilty of the charge and the United States would have to prove every essential element of the charged offense beyond a reasonable doubt for her to be found guilty;
  - (e) to confront and cross-examine witnesses against her and to subpoena witnesses in her defense at trial;
  - (f) not to be compelled to incriminate herself;

- (g) to appeal her conviction, if she is found guilty; and
- (h) to appeal the imposition of sentence against her.

**AGREEMENT TO PLEAD GUILTY  
AND WAIVE CERTAIN RIGHTS**

2. The defendant knowingly and voluntarily waives the rights set out in Paragraph 1(b)-(g) above, as well as all jurisdictional and venue defenses to the prosecution of this case, and agrees voluntarily to consent to the prosecution of this case against her in the United States District Court for the Western District of Oklahoma. The defendant also knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2241 or 2255, that challenges the sentence imposed by the Court unless the sentence imposed by the Court constitutes an upward departure from the Guideline range deemed applicable by the Court, as described in Paragraph 8, in which case defendant's appeal will be expressly limited to contesting the upward departure. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). Pursuant to Fed. R. Crim. P. 7(b), defendant will waive Indictment and plead guilty at arraignment to a four-count Information to be filed in the United States District Court for the Western District of Oklahoma. The Information will charge defendant with two counts of conspiracy to commit an offense against the United States, to wit bribery, in violation of 18 U.S.C. § 371, and two counts of bribery in violation of 18 U.S.C. § 201(b)(2). Defendant admits that, as charged in Counts I and III of the Information, she knowingly, willfully, and interdependently conspired, confederated, and agreed with others known and unknown to commit bribery and that defendant and her conspirators performed overt

acts in furtherance of each conspiracy. Defendant further admits that, as charged in Counts II and IV of the Information, as a public official, she knowingly and willfully, directly and indirectly, corruptly sought, received and accepted money and other consideration in return for being influenced in the performance of official acts and in return for being influenced to commit or aid in the commission of fraud on the United States and in return for being induced to do and omit to do any act in violation of her official duty while deployed as a Contracting Officer with the United States Army Reserves at Camp Victory, Iraq. Defendant is pleading guilty because she is guilty and understands that she will be adjudicated guilty of these offenses.

3. Defendant, pursuant to the terms of this Plea Agreement, will plead guilty to the criminal charges described in Paragraph 2 above and will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below. Defendant agrees that the facts set forth in Paragraph 4 establish her guilt beyond a reasonable doubt.

**FACTUAL BASIS FOR OFFENSE CHARGED**

4. Had this case gone to trial, the United States would have presented evidence sufficient to prove the following facts:

(a) From in or about April 2006 until in or about February 2007 defendant was a Major in the U.S. Army Reserves, deployed as a Contracting Officer to Camp Victory, Iraq. As a Contracting Officer, defendant was responsible for awarding and administering contracts for goods and services on behalf of the United States in support of Operation Iraqi Freedom. From in or about February 2007 until in or about August 2007 defendant was assigned to the Iraq Assistance Group at the Iraqi National Police Training Academy. From April 2006 until August 2007, defendant was a public official within the meaning of 18 U.S.C. § 201(a)(1). Prior to her

deployment, defendant's last known residence was in the Western District of Oklahoma.

(b) As to Count I, the "relevant period" is that period from in or about May 2006 until at least March 2007. During the relevant period, defendant, as a public official, knowingly, willfully, and interdependently conspired, confederated, and agreed with others to receive money and other consideration in return for being influenced in the performance of official acts and in return for being induced to do and omit to do acts in violation of her official duties. In particular, in return for money and a Harley Davidson motorcycle, defendant preferentially awarded contracts to and subverted appropriate contracting protocols in favor of a particular military contractor, Contractor A, at Camp Victory, Iraq.

(c) During the relevant period, defendant and her co-conspirators took overt acts in furtherance of the conspiracy described in Count I. In or about May 2006, Person A, the Iraq site manager for Contractor A, approached defendant with \$40,000, a portion of which he gave her as her "share" of Contractor A's profits on certain military contracts. Defendant thereafter expected to share in the profits of the contracts she awarded to Contractor A.

(d) As part of this conspiracy, between in or about June 2006 and in or about February 2007, defendant awarded numerous contracts to Contractor A. Prior to the award of many of these contracts, defendant conveyed sensitive contract specifications, including the government's pre-award price estimate, to Contractor A and otherwise assisted Contractor A in preparing its bids in violation of her official duties. As the Contracting Officer, defendant subsequently awarded these contracts to Contractor A. Upon performance of these contracts, Person A obtained payment on Contractor A's behalf from the United States. Person A, in turn, remitted a portion of the profit back to defendant.

(e) As part of this conspiracy and in addition to the money defendant received as her share of the profits from these contracts, in or about October 2006, the General Manager of Contractor A purchased for defendant a Harley Davidson motorcycle, which he had delivered to defendant's mother's residence in the Western District of Oklahoma.

(f) As to Count II, from at least as early as May 2006 until in or about February 2007, defendant, as a public official, knowingly and willfully, directly and indirectly, corruptly sought, received, and accepted items of value in return for being influenced in the performance of official acts and in return for being induced to do and omit to do official acts in violation of her official duties; to wit, defendant knowingly and willfully, directly, corruptly sought, received, and accepted money and a Harley Davidson motorcycle in return for being influenced in the award of contracts to Contractor A and in return for being induced to divulge sensitive contract-related information to Contractor A in violation of her official duties as a Contracting Officer.

(g) As to Count III, the "relevant period" is that period from in or about November 2006 until at least March 2007. During the relevant period, defendant, as a public official, knowingly, willfully, and interdependently conspired, confederated, and agreed with others to receive money in return for being influenced in the performance of official acts and in return for being influenced to commit and aid in the commission of fraud on the United States. In particular, in return for money, defendant canceled contracts that were already awarded to and often had been performed by third party contractors, fraudulently re-awarded them to Contractor A, and authorized Person A to receive cash payment on those contracts. Neither Contractor A nor Person A delivered any good or provided any service or with respect to these contracts. Upon receiving payment, Person A, in turn, remitted a portion of the money back to defendant.

(h) During the relevant period, defendant and her co-conspirators took overt acts in furtherance of the conspiracy described in Count III. For example, defendant and her co-conspirators forged various contract documents, modified military databases to reflect the fraudulent re-award of contracts to Contractor A, and otherwise subverted proper contracting procedures in order to facilitate this scheme to commit fraud on the United States.

(i) As part of this conspiracy, in or about February 2, 2007, defendant canceled contract W91GEU-06-P-1822 awarded to a third party, re-awarded it to Contractor A, and authorized Person A to receive payment in cash on contract W91GEU-06-P-1822 in the amount of \$398,918.00. Defendant forged a government receiving report Form DD-250 to fraudulently verify the receipt of the goods on contract W91GEU-06-P-1822 from Contractor A. On or about February 6, 2007, Person A received payment for contract W91GEU-06-P-1822. Defendant thereafter met with Person A at Contractor A's compound, adjacent to Camp Victory. Person A had the \$398,918.00 in cash stacked on a table, half of which he gave to defendant.

(j) As part of this conspiracy, defendant canceled and re-awarded to her co-conspirators contract W91GEU-06-P-1036, totaling \$109,042.83; contracts W91GEU-06-P-1685 and W91GEU-06-P-1630, worth \$180,000.00; and contracts W91GEU-06-P-1361, W91GEU-06-P-1412, W91GEU-06-P-1446, and W91GEU-06-P-1535, worth \$45,393.20. Defendant authorized Person A to receive cash payment on each of these contracts, which he did, although neither he nor Contractor A delivered any goods or performed any services. Upon payment on each of these contracts, Person A gave a portion of the ill-gotten proceeds to the defendant.

(k) As to Count IV, from at least as early as November 2006 until in or about February 2007, defendant, as a public official, knowingly and willfully, directly and indirectly,

corruptly sought, received, and accepted items of value in return for being influenced in the performance of official acts and in return for being influenced to commit and aid in committing and collude in and allow fraud on the United States; to wit, defendant knowingly and willfully, directly and indirectly, corruptly sought, received, and accepted money in return for being influenced to cancel contracts that were held by third party contractors, re-award the contracts to Contractor A, designating Person A as Contractor A's putative agent, and authorize Person A to receive cash payment on these contracts, despite the fact that neither he nor Contractor A delivered any good or performed any service on these contracts.

(l) Defendant accepted more than one bribe from Contractor A and Person A in return for being influenced in the performance of official acts, in return for committing and aiding in the commission of fraud on the United States, and in return for being induced to do and omit to do acts in violation of her official duties.

(m) The loss to the government from the offenses was at least more than \$400,000.

**POSSIBLE MAXIMUM SENTENCE**

5. Defendant understands that the statutory maximum penalty which may be imposed against her upon conviction for a violation of 18 U.S.C. § 201(b)(2) is:

- (a) a term of imprisonment for fifteen (15) years (18 U.S.C. § 201(b));
- (b) a fine in an amount equal to the greater of \$250,000 or three times the monetary equivalent of the thing of value (18 U.S.C. §§ 201(b)); and
- (c) a term of supervised release of not more than three years following any term of imprisonment. If defendant violates any condition of supervised release, defendant could be imprisoned for up to two years. 18 U.S.C. §§ 3559(a)(3); 3583(b)(2)

and (e)(3); and United States Sentencing Guidelines (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) § 5D1.2(a)(2).

6. Defendant understands that the statutory maximum penalty which may be imposed against her upon conviction for a violation of 18 U.S.C. § 371 is:

(a) a term of imprisonment for five (5) years (18 U.S.C. § 371);

(b) a fine in an amount equal to the greatest of: (1) \$250,000; (2) twice the gross pecuniary gain derived from the crime; or (3) twice the gross pecuniary loss caused to the victims of the crime; and

(c) a term of supervised release of not more than three years following any term of imprisonment. If defendant violates any condition of supervised release, defendant could be imprisoned for up to two years. 18 U.S.C. § 3559(a)(4); 18 U.S.C. § 3583(b)(2) and (e)(3); and U.S.S.G. § 5D1.2(a)(2).

7. In addition, defendant understands that:

(a) pursuant 18 U.S.C. § 3663A(c)(1)(A)(ii), the Court shall order her to pay restitution to the victims of the offenses; and

(b) pursuant to 18 U.S.C. § 3013(a)(2)(A), the Court is required to order defendant to pay a \$400.00 special assessment upon conviction.

#### **SENTENCING GUIDELINES**

8. Defendant understands that the Sentencing Guidelines are advisory, not mandatory, and that the Court must consider the Guidelines in effect on the day of sentencing, along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. Defendant understands that the Guidelines determinations will be made by the Court

by a preponderance of the evidence standard. Defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant agrees that this Plea Agreement along with any sentencing memoranda and the record that will be created by the United States and defendant at the plea hearing will provide sufficient information concerning defendant, the crime charged, and defendant's role in the crime to enable the meaningful exercise of the Court's sentencing authority as required by 18 U.S.C. § 3553.

**SENTENCING AGREEMENT**

9. For purposes of calculating the sentence directed by the Sentencing Guidelines, the United States and defendant agree to recommend the following calculation:

- (a) The November 1, 2007 edition of the Guidelines applies;
- (b) Counts I-IV group pursuant to U.S.S.G. § 3D1.2(d), and the controlling Guideline applicable to Counts I-IV is U.S.S.G. § 2C1.1;
- (c) Pursuant to Guideline § 2C1.1(a)(1), the base offense level is 14;
- (d) The offense involved more than one bribe, and therefore, a two-level increase is appropriate pursuant to U.S.S.G. § 2C1.1(b)(1);
- (e) The currently known loss incurred by the United States, totaled more than \$400,000 but less than \$1,000,000, and therefore, an additional fourteen-level increase is appropriate pursuant to U.S.S.G. §§ 2C1.1(b)(2) and 2B1.1(b)(1)(H);

The parties agree that either side may tender arguments whether the offense involved a public official in a high-level decision-making and sensitive position, and thus, whether a four-level

increase is appropriate pursuant to U.S.S.G. § 2C1.1(b)(3). The United States and defendant further agree that either party may argue for a departure based on the factors enumerated in U.S.S.G. § 5K2.0 and that the other party may oppose any such argument or respond to any factual inquiry by the Court or the Probation Office engendered by such an argument.

10. The United States does not oppose a two-level reduction in the defendant's combined offense level, based upon the defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for her criminal conduct. If the Court determines the defendant's offense level to be 16 or greater prior to the operation of U.S.S.G. § 3E1.1(a), the United States agrees to make a motion under U.S.S.G. § 3E1.1(b) for an additional one-level decrease in recognition of the defendant's timely notification of her intention to plead guilty. The United States may oppose any adjustment for acceptance of responsibility if the defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offenses; (c) gives conflicting statements about her involvement in the offenses; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw her plea of guilty.

11. The defendant understands that there is no agreement as to the sentencing provisions set out in Chapter Four of the Guidelines, and that the foregoing sentencing guidelines calculations could change based upon her criminal history category, or if she is a career offender, or if the instant offense was part of a pattern of criminal conduct from which she derived a substantial portion of her income.

12. If the United States determines that defendant has provided substantial assistance

in any investigation or prosecution, and has otherwise fully complied with all of the terms of this Plea Agreement, it will file a motion, pursuant to U.S.S.G. § 5K1.1, advising the sentencing judge of all the relevant facts pertaining to that determination and requesting the Court to sentence defendant in light of the factors set forth in U.S.S.G. § 5K1.1(a)(1)-(5). Defendant acknowledges that the decision with respect to whether she has provided substantial assistance in any investigation or prosecution, and has otherwise fully complied with all of the terms of this Plea Agreement is within the sole discretion of the United States. It is understood that, should the United States determine that defendant has not provided substantial assistance in any investigations or prosecutions, or should the United States determine that defendant has violated any provision of this Plea Agreement, such a determination will release the United States from any obligation to file a motion pursuant to U.S.S.G. § 5K1.1, but will not entitle defendant to withdraw her guilty plea once it has been entered. Defendant further understands that, whether or not the United States files a motion pursuant to U.S.S.G. § 5K1.1, the sentence to be imposed on her remains within the sole discretion of the sentencing judge.

13. Subject to the ongoing, full, and truthful cooperation of the defendant described in Paragraph 22 of this Plea Agreement, and before sentencing in the case, the United States will fully advise the Court and the Probation Office of the fact, manner, and extent of the defendant's cooperation and her commitment to prospective cooperation with the United States investigation and prosecutions, all material facts relating to the defendant's involvement in the charged offense, and all other relevant conduct. To enable the Court to have the benefit of all relevant sentencing information, the United States may request, and the defendant will not oppose, that sentencing be postponed until her cooperation is completed.

14. Defendant, her attorney, and the United States acknowledge and agree that the above calculations are preliminary in nature and based on facts known to the United States as of the time of this Plea Agreement. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final Guidelines calculation. The validity of this Plea Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations and defendant has no right to withdraw her Plea Agreement if the probation officer or the Court do not agree or concur with the calculations, stipulations, or recommendations of the parties. Defendant further understands that, as provided in Fed. R. Crim. P. 11(c)(3)(B), if the Court does not impose a sentence consistent with the calculations, stipulations, or recommendations contained in this Plea Agreement, she nevertheless has no right to withdraw her plea of guilty.

#### **RESTITUTION**

15. The defendant agrees to the entry of a restitution order for the full amount of the victims' losses pursuant to 18 U.S.C. §§ 3556, 3663A(c)(1)(A)(ii), and 3664(f)(1)(A). The defendant agrees that her restitution obligation shall be joint and several with any other defendants ultimately convicted in this matter, if any, and that the Court may apportion liability among defendants, pursuant to the procedures set forth in 18 U.S.C. § 3664, to reflect the level of contribution to the victims' losses and economic circumstances of each defendant. The United States agrees not to oppose the imposition of a reasonable payment schedule, as directed by the Court after its review of the factors enumerated in 18 U.S.C. § 3664. The defendant further agrees that the Court shall maintain continuing supervisory authority over the restitution owed to

the victims in this matter and, pursuant to 18 U.S.C. § 3664(k), the Court may adjust the payment schedule or apportionment of that restitution obligation in order to account for a material change in the defendant's economic circumstances or to ensure repayment of the victims' losses. The United States and the defendant agree that, at this time, they are aware of restitution owed for the following actual losses to these victims of the offenses:

- A. \$825,000 to the United States Department of Defense.

**FORFEITURE**

16. The defendant agrees to identify all assets over which the defendant exercises or exercised control, directly or indirectly, within the past three (3) years or has or had during that time any financial interest. The defendant agrees to take all steps as requested by the United States to obtain from any other parties by any lawful means any records of assets owned at any time by the defendant. The defendant agrees to provide and/or consent to the release of the defendant's tax returns for the previous five years. Defendant agrees to forfeit to the United States all of the defendant's interests in any asset of a value of more than \$1000 that, within the last three (3) years, the defendant owned, or in which the defendant maintained an interest, the ownership or interest of which the defendant fails to disclose to the United States.

17. The defendant agrees to forfeit all interests in any bribery-, fraud-, and conspiracy-related asset that the defendant currently owns, has previously owned or over which the defendant currently, or has in the past, exercised control, directly or indirectly, and any property the defendant has transferred, as well as any property that is traceable to, derived from, fungible with, or a substitute for property that constitutes the proceeds of her offenses, including but not limited to the following specific property:

- (a) Two hundred forty-five thousand, nine-hundred dollars (\$245,900) in United States currency seized from defendant's mother's residence on August 3, 2007;
- (b) Forty-eight thousand, five hundred ninety-four dollars (\$48,594) in United States currency seized from defendant's person, residence and workspace on August 3, 2007;
- (c) One 2003 Harley Davidson Fixed Wing Anniversary Edition, VIN #HD1GEV4X3K319700, Oklahoma License Plate # OK 4B6023;
- (d) One 1998 Harley Davidson FLHR, VIN # 1HD1FRR4410Y612871, Oklahoma License Plate # OK 4A5176;
- (e) One Dell Inspiron Laptop Computer, Model No. PP20L, seized from Building 4A, FOB Prosperity, International Zone, Baghdad, Iraq, Service Tag No. 6QDKX2J;
- (f) One Dell Inspiron Laptop Computer, Model No. PP20L, voluntarily surrendered on August 8, 2007, Service Tag No. 25F9Z2J; and
- (g) Six hundred dollars in U.S. currency retrieved from defendant's mother's residence on February 13, 2008.

The parties further agree that a 1991 Ford Explorer, titled in the name of Theresa Baker, VIN# 1FMDU32X3MUA1734D, will be exempt from forfeiture. Defendant agrees to hold the United States, its agents and employees harmless from any claims whatsoever in connection with the seizure or forfeiture of property covered by this agreement.

18. The defendant further agrees to waive all interest in any such asset in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. The defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Fed. R. Crim. P. 32.2 and 43(a) regarding notice of the forfeiture in the charging

instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant acknowledges that she understands that the forfeiture of assets is part of the sentence that will be imposed in this case and waives any failure by the Court to advise her of this, pursuant to Rule 11(b)(1)(J), at the time her guilty plea is accepted.

19. The defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States and to testify truthfully in any judicial forfeiture proceeding. Defendant acknowledges that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct.

#### **BAR TO FEDERAL EMPLOYMENT**

20. The defendant agrees that she will not solicit or accept employment with the United State government and will not solicit, conduct, or attempt to conduct any business with the United States government for a period of three (3) years from the date of sentencing. This prohibition applies both to the defendant acting on her own behalf or as an agent or representative of any individual, organization, or business.

#### **DUPLICITY WAIVER**

21. Defendant agrees to waive any objection or defense she might have based on the United States joining in a single count, as set forth in Counts Two and Four of the Information, multiple distinct and separate offenses of bribery. Defendant understands that this waiver is knowingly and voluntarily made after fully conferring with, and on the advice of, her counsel.

**DEFENDANT'S COOPERATION**

22. Defendant will cooperate fully and truthfully with the United States in the prosecution of this case, the investigation of violations of federal criminal laws involving contracting impropriety at Camp Victory or elsewhere in Iraq, any other federal investigation resulting therefrom, and any litigation or other proceeding arising or resulting from any such investigation to which the United States is a party ("Relevant Proceeding"). The ongoing, full, and truthful cooperation of defendant shall include, but not be limited to:

- (a) producing all non-privileged documents, including claimed personal documents, and other materials, wherever located, in the possession, custody, or control of the defendant, requested by attorneys and agents of the United States;
- (b) making herself available for interviews, not at the expense of the United States, upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with any Relevant Proceeding, without falsely implicating any person or intentionally withholding any information, subject to the penalties of making false statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503 et seq.);
- (d) otherwise voluntarily providing the United States with any non-privileged material or information, not requested in (a) - (c) of this paragraph, that she may have that is related to any Relevant Proceeding; and
- (e) when called upon to do so by the United States in connection with any Relevant Proceeding, testifying in grand jury, trial, and other judicial proceedings fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making

false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401 - 402), and obstruction of justice (18 U.S.C. § 1503 et seq.).

**GOVERNMENT'S AGREEMENT**

23. Subject to the full, truthful, and continuing cooperation of the defendant, as described in Paragraph 22 of this Plea Agreement, and upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of the sentence, the United States will not bring further criminal charges against the defendant for any act or offense committed before the date of this Plea Agreement that was undertaken in furtherance of the crimes arising from the facts set forth in the Information and this Plea Agreement ("Relevant Offense"). The nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or securities laws, to any crime of violence, or to any offenses which the defendant fails to disclose fully to the United States.

**REPRESENTATION BY COUNSEL**

24. Defendant has reviewed all legal and factual aspects of this case with her attorney and is fully satisfied with her attorney's legal representation. Defendant has thoroughly reviewed this Plea Agreement with her attorney and has received satisfactory explanations from her attorney concerning each paragraph of this Plea Agreement and alternatives available to defendant other than entering into this Plea Agreement. After conferring with her attorney and considering all available alternatives, defendant has made a knowing and voluntary decision to enter into this Plea Agreement.

**VOLUNTARY PLEA**

25. Defendant's decision to enter into this Plea Agreement and to tender a plea of

guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than the representations contained in this Plea Agreement. The United States has made no promises or representations to defendant as to whether the Court will accept or reject the recommendations contained within this Plea Agreement.

### **VIOLATION OF PLEA AGREEMENT**

26. Defendant agrees that should the United States determine in good faith, during the period that any Relevant Proceeding is pending, that defendant has failed to provide full and truthful cooperation, as described in Paragraph 22 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United States will notify defendant or her counsel in writing by personal or overnight delivery or facsimile transmission and may also notify her counsel by telephone of its intention to void any of its obligations under this Plea Agreement (except its obligations under this paragraph), and defendant shall be subject to prosecution for any federal crime of which the United States has knowledge including, but not limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement. Defendant agrees that, in the event that the United States is released from its obligations under this Plea Agreement and brings criminal charges against defendant for any of the Relevant Offenses, the statute of limitations period for such offenses will be tolled for the period between the date of the signing of this Plea Agreement and six (6) months after the date the United States gave notice of its intent to void its obligations under this Plea Agreement.

27. Defendant understands and agrees that in any further prosecution of her resulting from the release of the United States from its obligations under this Plea Agreement based on defendant's violation of the Plea Agreement, any documents, statements, information, testimony,

or evidence provided by her to attorneys or agents of the United States, federal grand juries, or courts, and any leads derived therefrom, may be used against her in any such further prosecution. In addition, defendant unconditionally waives her right to challenge the use of such evidence in any such further prosecution, notwithstanding the protections of Federal Rule of Evidence 410.

**ENTIRETY OF AGREEMENT**

28. This Plea Agreement constitutes the entire agreement between the United States and defendant concerning the disposition of the criminal charges in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and defendant.

29. The undersigned attorneys for the United States have been authorized by the Attorney General of the United States to enter this Plea Agreement.

30. A facsimile signature shall be deemed an original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.

Dated: 6/1/08

Respectfully submitted,

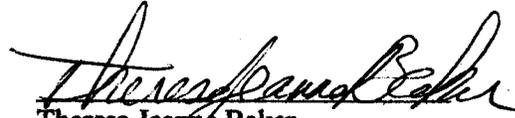
By:



Mark W. Pletcher  
Calvin C. Cheung  
Liz Aloï  
Trial Attorneys  
United States Department of Justice  
1401 H Street N.W.; Suite 3700  
Washington, D.C. 20530  
Tel: (202) 307-6186

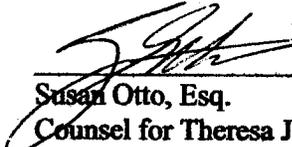
I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the factual and advisory Guidelines stipulations with my attorney, and I do not wish to change any part of it. I understand this Plea Agreement, and I voluntarily agree to it. I am completely satisfied with the representation of my attorney.

26 Feb 08  
Date

  
Theresa Jeanne Baker

I am Theresa J. Baker's attorney. I have carefully reviewed every part of this agreement with her. To my knowledge, her decision to enter into this agreement is informed and voluntary.

26 February 2008  
Date

  
Susan Otto, Esq.  
Counsel for Theresa J. Baker