

**FILED**

JAN -5 2012

Phil Lombardi, Clerk  
U.S. DISTRICT COURT**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

UNITED STATES OF AMERICA, )

Plaintiff, )

v. )

NEAL UHL, )

Defendant. )

Case No. 11-CR-184-GKFSEALED**PLEA AGREEMENT**

The United States, through undersigned counsel, and the defendant, Neal Uhl, in person and through counsel, Allen Smallwood, respectfully inform the Court that they have reached the following plea agreement.

**1. Plea**

The defendant agrees to enter a voluntary plea of guilty to the following:

**Count 1: Title 18, United States Code, Section 371 (Conspiracy)**

as set forth in the Information in the instant case in the Northern District of Oklahoma, and admits to being in fact guilty as charged in the count to which the defendant is pleading guilty.

**2. Waiver of Constitutional Rights**

The defendant understands that, by pleading guilty, the following constitutional rights will be relinquished:

- a. the right to be indicted;
- b. the right to plead not guilty;
- c. the right to be tried by a jury, or, if the defendant wishes and with the consent of the Government, to be tried by a judge;
- d. the right to an attorney at trial, and if defendant could not afford an attorney, the right to have the Court appoint one to represent the defendant;
- e. the right to assist in the selection of the jury;
- f. the right to be presumed innocent at trial, and the right to have a jury instructed that the Government has the burden to prove the defendant guilty beyond a reasonable doubt and by a unanimous verdict;
- g. the right to confront and cross-examine witnesses against the defendant;
- h. if desired, the defendant could testify on the defendant's own behalf and present witnesses in the defendant's defense;
- i. if the defendant did not wish to testify, that fact could not be used against the defendant, and a jury would be so instructed;
- j. if the defendant were found guilty after a trial, the defendant would have the right to appeal that verdict to determine if any errors had been committed during trial that would require either a new trial or a dismissal of the charges; and
- k. at trial, the defendant would be entitled to have a jury determine beyond a reasonable doubt any facts which may have the effect of increasing the defendant's mandatory minimum or maximum sentence.


By pleading guilty, the defendant will be giving up all of these rights. By pleading guilty, the defendant understands that the defendant may have to answer questions posed to the defendant by the Court, both about the rights that the defendant will be giving up and the factual basis for the defendant's plea.

**3. Appellate and Post-Conviction Waiver**

In consideration of the promises and concessions made by the United States in this plea agreement, the defendant knowingly and voluntarily agrees to the following terms:

- a. The defendant waives the right to directly appeal the conviction and sentence pursuant to 28 U.S.C. § 1291 and/or 18 U.S.C. § 3742(a);
- b. The defendant reserves the right to appeal from a sentence which exceeds the statutory maximum;
- c. The defendant expressly acknowledges and agrees that the United States reserves all rights to appeal the defendant's sentence as set forth in 18 U.S.C. § 3742(b), and *United States v. Booker*, 543 U.S. 220 (2005);
- d. The defendant waives the right to collaterally attack the conviction and sentence pursuant to 28 U.S.C. § 2255, except for claims based on ineffective assistance of counsel which challenge the validity of the guilty plea or this waiver; and
- e. The defendant waives the right to have the sentence modified pursuant to 18 U.S.C. § 3582(c), except for a rule 35(b) motion filed by the Government.

The defendant expressly acknowledges that counsel has explained his appellate and post-conviction rights; that defendant understands his rights; and that defendant knowingly and voluntarily waives those rights as set forth above.

  
Neal Uhl

**4. Freedom of Information Act Waiver**

The defendant waives all rights, whether asserted directly or by a representative, to request or to receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

**5. Rule 11 Rights Waiver**

The defendant knowingly and expressly waives all of the rights afforded defendant pursuant to the provisions of Rule 11(f) of the Federal Rules of Criminal Procedure. In other words, after entry of a plea made pursuant to this plea agreement, and in consideration thereof, the following shall be admissible against the defendant:

- a. A plea of guilty which is later withdrawn or which the defendant seeks to withdraw;
- b. Any statement made in the course of any proceeding under Rule 11 regarding said plea of guilty;

c. Any statement made in the course of plea discussions with an attorney or agent for the Government which results in a plea of guilty later withdrawn.

**6. Waiver of Right to Jury Trial on Sentencing Factors**

The defendant, by entering this plea, waives the right to have facts that determine the offense level under the Sentencing Guidelines (including facts that support any specific offense characteristic or other enhancement or adjustment) (1) charged in the Information, (2) proven to a jury, or (3) proven beyond a reasonable doubt. The defendant explicitly consents to have the sentence based on facts to be established by a preponderance of the evidence before the sentencing judge pursuant to *United States v. Crockett*, 435 F.3d 1305 (10th Cir. 2006), and *United States v. Magallanez*, 408 F.3d 672 (10th Cir. 2005), and to allow the Court to consider any reliable evidence without regard to its admissibility at trial. The defendant explicitly acknowledges that his plea to the charged offenses authorizes the Court to impose any sentence up to and including the maximum sentence set forth in the United States Code. The defendant also waives all challenges to the constitutionality of the Sentencing Guidelines.

**7. Payment of Monetary Penalties**

The defendant understands that the Court may impose a fine pursuant to the Sentencing Guidelines. The defendant agrees, as a part of this agreement, to submit to interviews by the United States Attorney's Financial Litigation Unit and the Criminal Division of the Department of Justice regarding the defendant's financial status, and to

complete and submit a financial statement, under oath, not later than two weeks after the date of this plea agreement. The defendant understands that, by law, interest accrues on any remaining balance of the debt.

**8. Special Assessment**

The defendant hereby agrees to pay the total amount required for the Special Monetary Assessment (\$100 per felony count) to the United States District Court Clerk before the time of the sentencing hearing or as directed by the District Court.

**9. Factual Basis and Elements**

In regard to the factual basis required by Federal Rule of Criminal Procedure 11(b)(3), the defendant agrees and stipulates that there is a factual basis for the plea of guilty.

The defendant admits knowingly, willfully and intentionally committing or causing to be committed the acts constituting the crimes alleged in Count 1 in the instant case, and confesses to the Court that the defendant is, in fact, guilty of such crime. I, **NEAL UHL**, admit to the following facts:

- a. From September 2004 through January 2010, I was either the Controller or Vice President of Finance of MRO Company in Tulsa, Oklahoma. My responsibilities included oversight of MRO Company's accounts and finances and the approval of payment of invoices and of wire and check requests.
- b. At all relevant times, MRO Company was in the business of providing maintenance, repair, and overhaul ("MRO") services to customers in the United States and to foreign customers. MRO Company provided services to a number of customers in Latin America, including in

Mexico and Panama. These foreign customers included aircraft owned and/or operated by the government. For example, MRO Company provided MRO services to the air fleet for the Mexican President (the “Mexican President’s Fleet”), the federal police in Mexico (the “Mexican Federal Police”), the air fleet for the Governor of the Mexican State of Sinaloa (“Sinaloa”) and the aviation authority in Panama (the “Panama Aviation Authority”).

- c. In or around September 2004, I joined an ongoing conspiracy, and thereafter, lasting until in or around January 2010, conspired and agreed with, among others, a senior executive at MRO Company (“Executive A”), a senior sales and marketing executive at MRO Company (“Executive B”), and a regional sales manager at MRO Company (“Sales Manager A”) to make payments to employees of customers in order to obtain and retain MRO business with those customers. Those customers included customers both in the United States and abroad. The foreign customers included foreign government agencies and instrumentalities, including the Mexican President’s Fleet, the Mexican Federal Police, Sinaloa and the Panama Aviation Authority.
- d. I discussed in person, via phone and via electronic mail (“e-mail”) with Executive A, Executive B, Sales Manager A and others the competitive need to make bribe payments and the way in which these bribe payments would be made.
- e. The payments to the employees of customers, including foreign government customers, were made either directly to the employees — via check, wire transfer, or hand-delivered cash from MRO Company — or were made indirectly to the employee through a third-party agent. When payments were made directly to the employees, I, together with others, received instructions, either in person, over the phone, or via e-mail, from Executive B and Sales Manager A as to the manner and means by which the bribe payments were to be paid — for example, whether the payments were to be made by check, wire, or cash, and the names and locations of the bank accounts to which the bribe payments should be transferred. I, together with others, then wired or caused to be wired the bribe payments from MRO Company’s bank account in

New York to bank accounts in Oklahoma, California, and elsewhere for the purpose of making payments to the foreign officials.

- f. Beginning in 2005, I, Executive A, Executive B and Sales Manager A, in an attempt to conceal the bribe payments, decided to funnel many of these payments through a separate company, Shell Company A, that was owned by Sales Manager A. Sales Manager A, on behalf of Shell Company A, submitted invoices to MRO Company for payment, and I and others submitted and approved a check or wire request for payment of the invoice. Once approved, MRO Company mailed or wired the money to the bank account of Shell Company A, and Sales Manager A then either withdrew some or all of the money to hand-deliver it to the employees of the customer or transferred the money directly into the bank account of the employees of the customer. A number of payments to employees of foreign government customers, including the Mexican President's Fleet and the Mexican Federal Police, were made through Shell Company A.
- g. I approved many of the payments to employees of customers, including employees of foreign government customers, and arranged for the disbursement of money to Sales Manager A so that Sales Manager A could make payments to employees of customers, including employees of foreign government customers. I approved a number of check and wire requests for payment of money to Shell Company A so that Sales Manager A could make payments to employees of foreign government customers.
- h. On or about June 7, 2006, Executive B sent an e-mail to a customer relations employee at MRO Company, copying me and Sales Manager A, in which Executive B agreed that MRO Company would provide a cell phone for a chief mechanic working for the Panama Aviation Authority to use and would pay \$10,000 to the chief mechanic "for his instrumental assistance in securing the contract for [MRO Company]" with the Panama Aviation Authority.
- i. On or about November 9, 2006, Sales Manager A sent an e-mail to Executive B stating that MRO Company needed to pay \$2,000 in cash to an official from the Mexican President's Fleet. On or about that



same day, Executive B forwarded the e-mail to me and asked if I could arrange to have the cash ready to give to Sales Manager A the following day. On or about November 10, 2006, I responded to Executive B and stated, "We don't have this in petty cash, but can go to the bank to make arrangements."

- j. On or about October 30, 2007, Sales Manager A sent an e-mail to me and Executive B with the subject, "Mex pres comm." In the e-mail, Sales Manager A stated, "I need to delivery [sic] the first comm. to Mex Pres, 30K. He, the Cor., ask to bring the .... this Thursday afternoon [ellipses in original]. I need your help. Thank you." On or about that same day, I responded, "Are we to wire funds to your business account?" On or about that same day, Sales Manager A responded in an e-mail to me, "Yes Sir. I don't have another choice. Thank you." On or about October 31, 2007, I caused \$30,000 to be wired from MRO Company's bank account in New York to Shell Company A's bank account in California for the purpose of making a payment to officials employed by the Mexican President's Fleet in return for the officials' help in securing a contract for MRO Company with the Mexican President's Fleet. On or about October 31, 2007, I sent an e-mail to Sales Manager A, copying Executive B and others, and stated, "Please note that the \$30k wire has been sent. Please confirm that you receive it. Thx." On or about October 31, 2007, Sales Manager A responded that he was on his way to Mexico with the money on board.
- k. On or about November 14, 2007, I caused \$50,500 to be wired from MRO Company's bank account in New York to Shell Company A's bank account in California for the purpose of making a payment to an official employed by the Mexican President's Fleet in return for the official's help in securing a contract for MRO Company with the Mexican President's Fleet. On or about November 14, 2007, I sent an e-mail to Sales Manager A, copying Executive B and others, and stated, "Please note that the \$50,500 has been wired into your account."
- l. On or about April 6, 2009, Sales Manager A caused an invoice to be submitted on behalf of Shell Company A to MRO Company, to my attention, in the amount of \$176,000 for payments to be made to

officials employed at the Mexican Federal Police in return for the officials' help in securing a contract for MRO Company with the Mexican Federal Police. On or about April 13, 2009, I caused \$176,000 to be wire transferred from MRO Company's bank account in New York to the bank account of Shell Company A in California for the purpose of making payments to officials employed at the Mexican Federal Police in return for the officials' help in securing a contract for MRO Company with the Mexican Federal Police.

- m. On or about October 15, 2009, I caused \$210,000 to be wire transferred from MRO Company's bank account in New York to the bank account of Shell Company A in California for the purpose of making payments to officials employed at the Mexican Federal Police in return for the officials' help in securing a contract for MRO Company with the Mexican Federal Police.
- n. On or about October 27, 2009, Sales Manager A and another employee of MRO Company submitted two check requests, one for \$22,912.38 and one for \$6,417.44, for payment to the Director of Air Services at Sinaloa for his help in securing business with Sinaloa. On or about October 27, 2009, Executive B caused two checks to be sent to the Director of Air Services in the amounts of \$22,912.38 and \$6,417.44.

Neal M. Uhl  
 Neal Uhl  
 Defendant

1-5-12  
 Date

**10. Further Prosecution**

The United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Northern District of Oklahoma shall not initiate additional criminal charges against the defendant in the Northern District of Oklahoma or elsewhere that, as of the date of the defendant's acceptance of this agreement, arise from their

investigation of the defendant's actions and conduct giving rise to the instant Information, save and except crimes of violence and criminal acts involving violations investigated by the United States Internal Revenue Service. The defendant understands, however, that this obligation is subject to all "Limitations" set forth below, and that the United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Northern District of Oklahoma are free to prosecute the defendant for any illegal conduct (*i.e.*, violation of federal criminal laws) not discovered by or revealed to the Government during its investigation before the date of defendant's acceptance of this agreement or occurring after the date of this agreement.

The defendant waives all defenses based on the Speedy Trial Act or on statute of limitations with respect to any prosecution that is not time-barred on the date that this Plea Agreement is signed in the event that: (a) the conviction is later vacated for any reason; (b) the defendant violates this Plea Agreement; or (c) the plea is later withdrawn.

**11. Acceptance of Responsibility**

Provided the defendant clearly demonstrates acceptance of responsibility, the United States agrees to recommend a two-level reduction in offense level pursuant to U.S.S.G. § 3E1.1. The United States agrees to file a motion recommending that the defendant receive an additional one-level reduction pursuant to U.S.S.G. § 3E1.1(b) if the defendant is otherwise eligible therefor. The sentencing judge is in a unique position to evaluate the

acceptance of responsibility, and the Court's determination will provide the final approval or disapproval of any Section 3E1.1 point level reduction for timely acceptance of responsibility.

The obligations of the Government herein relative to acceptance of responsibility are contingent upon the defendant's continuing manifestation of acceptance of responsibility as determined by the United States. If the defendant falsely denies, or makes conflicting statements as to, his involvement in the crimes to which he is pleading, falsely denies or frivolously contests relevant conduct that the Court determines to be true, willfully obstructs, or attempts to obstruct or impede the administration of justice as defined in U.S.S.G. § 3C1.1, or perpetrates or attempts to perpetrate crimes while awaiting sentencing, or advances false or frivolous issues in mitigation, the United States expressly reserves the right to withdraw any recommendation regarding acceptance of responsibility without breaching the agreement.

**12. Sentence**

**a. Imprisonment**

The defendant acknowledges that, with respect to Count One of the Information (18 U.S.C. § 371), the maximum statutory sentence is imprisonment for a term of not more than five years and a fine of not more than \$250,000, or twice the gross pecuniary gain to the Defendant or loss to the victim(s), whichever is greater.

**b. Supervised Release**

Additionally, the defendant is aware, if imprisonment is imposed, that the Court shall include as part of the sentence a requirement that the defendant be placed on a term of supervised release after imprisonment not to exceed three years on each count.

If the term of supervised release for any count of conviction is revoked, the defendant may be imprisoned for an additional term not to exceed the term of imprisonment authorized in 18 U.S.C. § 3583(e)(3) for the offense of conviction, with no credit being given for any time served while on supervised release. Further, if the crime of conviction occurred after September 13, 1994, the Court may impose another term of supervised release following any term of imprisonment imposed for a violation of supervised release conditions, and this term of supervised release may not exceed the term of supervised release originally authorized by statute for the offense of conviction less any term of imprisonment that was imposed upon revocation of supervised release (18 U.S.C. § 3583(e) and (h)). If a second or subsequent term of supervised release is revoked, the Court may impose another term of imprisonment not to exceed the difference between any imprisonment imposed for a prior revocation of supervised release for the offense of conviction and the term of imprisonment authorized pursuant to 18 U.S.C. § 3583(e)(3). Accordingly, the original term of imprisonment when combined with any term of imprisonment arising from revocations of supervised release, may result in a total amount of imprisonment greater than the statutory maximum term for the

offense of conviction. The defendant understands that he cannot have the imposition or execution of the sentence suspended, nor is he eligible for parole.

**c. Guidelines**

The defendant is aware that the Sentencing Guidelines promulgated pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. § 3551 through § 3742, and 28 U.S.C. § 991 through § 998, are advisory. The district courts, while not bound to apply the Sentencing Guidelines, must consult those Guidelines and take them into account when sentencing. *See* 18 U.S.C.A. § 3553(a).

The sentence imposed in federal court is without parole. The defendant is further aware that the sentence has not yet been determined by the Court, that any estimate of the likely sentence received from any source is a prediction, not a promise, and that the Court has the final discretion to impose any sentence up to the statutory maximum. The defendant further understands that all recommendations or requests by the United States pursuant to this agreement are not binding upon the Court.

If the sentencing Court should impose any sentence up to the maximum established by statute, the defendant cannot, for that reason alone, withdraw his guilty plea, but will remain bound to fulfill all of the defendant's obligations under this agreement.

Nothing in this plea agreement, save and except any express stipulations contained herein, limits the right of the United States to present to the Court or Probation Office, either

orally or in writing, any and all facts and arguments relevant to the defendant's sentence that are available to the United States at the time of sentencing. The defendant acknowledges hereby that relevant conduct, that is, all other uncharged related criminal activities, will be used in the calculation of the sentence. The United States reserves its full opportunity to speak pursuant to Rule 32(i)(4)(A)(iii) of the Federal Rules of Criminal Procedure.

The defendant further understands that the sentence to be imposed upon the defendant will be determined solely by the sentencing judge, and that the sentencing judge is not bound by the following stipulations. The United States cannot and does not make any promise or representation as to what sentence the defendant will receive.

**13. Stipulations**

The United States and the defendant agree that the applicable Sentencing Guidelines range exceeds the statutory maximum sentence of five years' imprisonment. Therefore, pursuant to U.S.S.G. Section 5G1.2, the applicable guideline sentence is five years' imprisonment. The defendant agrees that he will not move for a downward departure on any grounds and that, as of the time of this agreement, no such grounds are applicable, nor will he seek a variance from the applicable guidelines sentence pursuant to the factors in Title 18, United States Code, Section 3553(a).

It is understood that neither the Court nor the United States Probation Office is bound by the foregoing stipulations, either as to questions of fact or as to determination of the correct advisory sentencing guideline calculation.

**14. Limitations**

This plea agreement shall be binding and enforceable upon the Department of Justice, Criminal Division, Fraud Section, and the Office of the United States Attorney for the Northern District of Oklahoma, but in no way limits, binds or otherwise affects the rights, powers, duties or obligations of any other federal, state or local law enforcement agency, administrative or regulatory authorities, civil or administrative enforcement, collection, bankruptcy, adversary proceedings or suits which have been or may be filed by any governmental entity, including without limitation, the Internal Revenue Service, the Tax Division of the Department of Justice and the trustee in bankruptcy.

**15. Breach of Agreement**

If the defendant should fail in any way to fulfill completely all of the obligations under this plea agreement, the United States will be released from its obligations under the plea agreement, and the defendant's plea and sentence will stand. If at any time the defendant retains, conceals or disposes of assets in violation of this plea agreement, or if the defendant knowingly withholds evidence or is otherwise not completely truthful with the United States, then the United States may move the Court to set aside the guilty plea and reinstate



prosecution. Any information and documents that have been disclosed by the defendant, whether prior or subsequent to this plea agreement, and all leads derived therefrom, will be used against the defendant in any prosecution.

Whether the defendant has breached any provision of this plea agreement shall be determined solely by the United States through the United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Northern District of Oklahoma, whose judgment in that regard is final.


A handwritten signature in black ink, appearing to be "mmu", located in the bottom right corner of the page.


**16. Conclusion**

No agreements, representations or understandings have been made between the parties in this case, other than those which are explicitly set forth in this plea agreement and the Plea Agreement Supplement that the United States will file in this case (as is routinely done in every case, even though there may or may not be any additional terms), and none will be entered into unless executed in writing and signed by all of the parties.

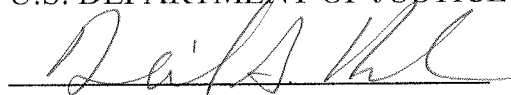
SO AGREED:

1/5/12  
DATED

  
ALLEN SMALLWOOD  
Attorney for Defendant


  
NEAL UHL  
Defendant

DENIS J. MCINERNEY  
CHIEF, FRAUD SECTION  
CRIMINAL DIVISION  
U.S. DEPARTMENT OF JUSTICE

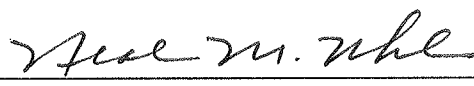
  
DANIEL S. KAHN  
Trial Attorney

  
STEPHEN J. SPIEGELHALTER  
Trial Attorney

THOMAS SCOTT WOODWARD  
UNITED STATES ATTORNEY  
NORTHERN DISTRICT OF OKLAHOMA

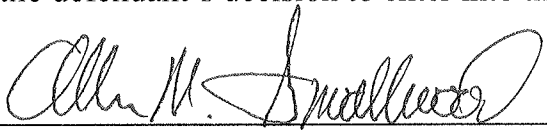
  
KEVIN C. LEITCH  
Assistant United States Attorney

I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully understand my rights with respect to sentencing which may apply to my case. No other promises or inducements have been made to me, other than those contained in this pleading. In addition, no one has threatened or forced me in any way to enter into this agreement. Finally, I am satisfied with the representation of my attorney in this matter.

  
 NEAL UHL  
 Defendant

1/5/12  
 Dated

I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the pending Information. Further, I have reviewed the provisions of the Sentencing Guidelines and Policy Statements and I have fully explained to the defendant the provisions of those Guidelines which may apply in this case. I have carefully reviewed every part of this plea agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

  
 ALLEN SMALLWOOD  
 Counsel for the Defendant

1-5-12  
 Dated