

FILED  
09 MAY 12 AM 9:13  
NORTHERN DISTRICT OF OHIO  
CLEVELAND

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

ULYSSES BRADLEY,

Defendant.

) INFORMATION

) **1:09 CR 0221**

) CASE NO.

) **JUDGE ALDRICH**

) Title 18, United States Code, Section 371

The United States Attorney charges:

COUNT 1  
(Postal Theft/Kickback Conspiracy)

STATUTORY ALLEGATION

1. Between on or about May 13, 2004, through on or about August 15, 2008, in the Northern District of Ohio, Eastern Division, and elsewhere, the defendant, ULYSSES BRADLEY, and others knowingly and willfully conspired to commit offenses against the United States, namely: Theft of U.S. Government Property in violation of Title 18, United States Code,

Section 641 and Misappropriation of Postal Funds in violation of Title 18, United States Code, Section 1711.

### BACKGROUND

At all times relevant to this Information:

#### U.S. Postal Service Vehicle Maintenance Facility

2. The U.S. Postal Service Northern Ohio District Vehicle Maintenance Facility (“VMF”) was headquartered at 1801 Broadway Avenue, Cleveland, OH 44101, serving all Postal facilities in the Northern Ohio District. The VMF maintained branch offices in Parma, Shaker Heights, Akron, Canton, and Youngstown.

#### Invoices/Payment Processing

3. The U.S. Postal Service used Postal Service (PS) Form 4541, *Order-Invoice for Vehicle Repair*, for contractors or vendors to request payment for any vehicle service or maintenance performed. The PS Form 4541 identified the VMF facility for which the work was performed, the contractor or vendor, a description of the work or service performed, parts and materials furnished by the contractor or vendor, labor hours, and total costs. By completing and signing the Form 4541, the contractor or vendor must certify that the described work or service was completed in order to receive payment as follows: “I certify that USPS parts furnished were installed and work performed as shown.” The VMF Manager was required to assure that the work had been performed and to verify the appropriate postmaster or station manager signature before signing the Form 4541 for payment approval. The VMF Manager was also authorized to directly approve Form 4541s for non-contract work. The VMF Manager was required to retain the Forms 4541 for three years following the expiration of the contract.

4. The U.S. Postal Service used Postal Service (PS) Form 8230, *Authorization for Payment*, for payment to contractors or vendors for high-dollar, non-routine vehicle service or maintenance. These Forms contain a "Certification of Invoice" which must be signed by a U.S. Postal Service Certifying Officer as follows: "I certify that the goods and services described have been received and that the invoice is correct and proper for payment." The VMF Manager was authorized to sign these forms and was required to retain them for two years after the service was performed.

#### The Defendant

5. The defendant, ULYSSES BRADLEY, was Manager of the Northern Ohio District VMF. BRADLEY had been employed by the U.S. Postal Service since October 1994. As Manager, BRADLEY served as Contracting Officer Representative and represented the U.S. Postal Service in procurement contracts for that facility. In that capacity, BRADLEY had the authority to award and monitor contracts and approve PS Forms 4541 and 8230.

#### Vendors/Contracts

6. Company # 1, a car wash company located in Cleveland Heights, OH served the Northern Ohio District VMF. Company # 1 was owned and operated by a coconspirator, CC-1. Company # 1 contracted with (under contracts 1DVPMS-04-R-0643 and 1DVPMS-04-R-0644) the Northern Ohio District VMF for the washing and waxing of Postal Service vehicles; these vehicles were Long Life Vehicles (LLVs) and vans used by postal carriers, at individual post offices, for universal mail delivery to each customer. Company # 1 also cleaned trucks/tractor-trailers located at plants within the Northern Ohio District on a non-contract basis; the plants transport outgoing mail from the individual post offices to the plant for processing using

trucks/tractor-trailers. The plants used the trucks/tractor-trailers to return processed mail to the appropriate post office.

### MANNER AND MEANS OF THE CONSPIRACY

#### Fake Invoices

##### *A. Vehicle Washing*

7. When Postal Service vehicles were cleaned throughout the Northern Ohio District, a representative of the individual postal facility, usually a Postal Service supervisor, signed the PS Form 4541 as a means to ensure that the services described on the invoices were actually performed; as part of this process, a list of vehicle numbers was attached to the PS Form 4541 to reflect which vehicles were cleaned at the postal facility. These would then be submitted to the VMF Manager for signature approval authorizing payment.

8. It was part of the conspiracy that the defendant, ULYSSES BRADLEY, and others prepared fictitious PS Forms 4541, and caused and allowed them to be submitted to the U.S. Postal Service in order to receive funds for vehicle washing/waxing work which was never performed for the U.S. Postal Service. The forms falsely stated that the contractor/vendor had performed the required work. BRADLEY, using his authority as VMF Manager, signed the PS Forms 4541 authorizing payment and certified that the work had been performed when he then and there well knew that it had not. When the U.S. Postal Service paid the *Order-Invoice*, the vendor or contractor gave BRADLEY a cash share (or “kickback”) of the funds.

*B. Maintenance*

9. It was part of the conspiracy that BRADLEY and others prepared and submitted fictitious PS Forms 4541 and 8230s using the names of fictitious companies such as West Side Auto, located in Cleveland, Ohio, or unwitting third-party companies, such as Titan Automotive, located in Cleveland, Ohio. These were submitted to the U.S. Postal Service in order to receive funds for high-end vehicle maintenance work which was never performed for the U.S. Postal Service. BRADLEY, using his authority as a Certifying Officer, signed the *Authorization for Payment* and certified that the *Order-Invoice* was correct and that the work had been performed when he then and there well knew that it had not. When the U.S. Postal Service paid the *Order-Invoice*, the vendor or contractor gave BRADLEY a cash share (or “kickback”) of the funds.

10. In furtherance of the conspiracy and in order to avoid detection, BRADLEY destroyed the PS Forms 4541 and 8230s in contravention of the U.S. Postal Service record keeping regulations.

11. In total, BRADLEY approved fictitious invoices resulting in a loss to the U.S. Postal Service of approximately \$190,000.

Used Postal Vehicle Sales “Kickbacks”

12. It was part of the conspiracy that BRADLEY sold used U.S. Postal Service vehicles to individuals in return for cash “kickback” payments. For the sale of used Postal vehicles, Postal Service Regulations required the vehicles to be auctioned either through an eBay online auction or through an accredited auction firm; if the auction process is not successful, the vehicles could be sold by the VMF facility directly. BRADLEY either did not auction the vehicles or ensured that the vehicles would not sell at auction by using prices that far exceeded

their book value. BRADLEY then sold the vehicles at below market prices to certain individuals in exchange for cash "kickbacks."

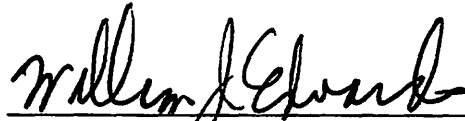
OVERT ACTS

13. In furtherance of the conspiracy and to effect the objects thereof, in the Northern District of Ohio, Eastern Division, and elsewhere, the defendant, ULYSSES BRADLEY, and others, committed overt acts which included, but were not limited to, the following:

- a. In or about early 2005, the defendant, ULYSSES BRADLEY, received a \$1,000.00 cash kickback for selling several Postal Service vehicles, 189 Series F-8000 cargo vans, to an individual in contravention of Postal Service Regulations.
- b. On or about February 21, 2006, the defendant, ULYSSES BRADLEY, approved a PS Form 4541 for payment to Company # 1 when he then and there knew it was false.
- c. On or about August 10, 2007, the defendant, ULYSSES BRADLEY, and others created fictitious PS Forms 4541 in the name of Titan Automotive for work which was never performed.
- d. On or about June 20, 2008, the defendant, ULYSSES BRADLEY, and others created fictitious PS Forms 4541 in the name of West Side Auto for work which was never performed.
- e. On or about July 3, 2008, the defendant, ULYSSES BRADLEY, certified PS Forms 8230 for West Side Auto when he then and there well knew that the work was never performed.

f. On or about August 15, 2008, the defendant, ULYSSES BRADLEY, received a \$5,000.00 cash kickback from the proceeds of the fictitious West Side Auto invoices.

All in violation of Title 18, United States Code, Section 371.

A handwritten signature in black ink, appearing to read "William J. Edwards", written over a horizontal line.

WILLIAM J. EDWARDS  
UNITED STATES ATTORNEY