

SEALED

FILED

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

DEC 28 2011

Phil Lombardi, Clerk
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,

Case No. **11 CR 184 GKF**

FILED UNDER SEAL

Plaintiff,

INFORMATION

[18 U.S.C. § 371 – Conspiracy]

v.

NEAL UHL,

Defendant.

The United States charges:

INTRODUCTION

At all times relevant to this Information, unless otherwise specified:

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Sections 78dd-1, *et seq.* (“FCPA”), was enacted by Congress for the purpose of, among other things, making it unlawful for certain classes of persons and entities to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value to a foreign government official for the purpose of assisting in obtaining or retaining business for, or directing business to, any person.

2. MRO Company was headquartered in Tulsa, Oklahoma, incorporated in Oklahoma, and thus a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B). In or about 2000, MRO Company was acquired by

Parent Company, a company incorporated and headquartered in Germany. MRO Company was in the business of providing aircraft maintenance, repair and overhaul (“MRO”) services to customers in the United States and abroad. MRO Company serviced aircraft owned and operated by a number of governmental and other customers in Latin America, including in Mexico and Panama.

3. The defendant, **NEAL UHL** (“Defendant **UHL**”), was MRO Company’s Controller or Vice President of Finance from in or about September 2004 through in or about January 2010. Defendant **UHL** was a citizen of the United States and resident of Tulsa, Oklahoma. Thus, Defendant **UHL** was a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(A), and an officer, employee and agent of a domestic concern, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1). Defendant **UHL**’s responsibilities at MRO Company included oversight of MRO Company’s accounts and finances and the approval of payment of invoices and of wire and check requests.

4. Executive A was a senior executive at MRO Company from in or about 2004 to in or about 2010. Executive A was responsible for the operations and finances of MRO Company. In general, Executive A met with Defendant **UHL** several times a week to discuss MRO Company’s operations and finances, including payments and wire and check requests that Defendant **UHL** was approving.

5. Executive B was a senior sales and marketing executive at MRO Company from in or about 2005 to in or about 2010. Executive B was responsible for overseeing efforts to obtain business from new customers and to maintain and increase business with existing customers.

6. Sales Manager A was a regional sales manager at MRO Company from in or about 2004 to in or about 2010. Sales Manager A interacted with potential and existing customers and was responsible for obtaining business from new customers and maintaining and increasing business with existing customers.

7. Shell Company A was owned by Sales Manager A and was located at Sales Manager A's personal residence in Van Nuys, California. Shell Company A operated under the pretense of providing MRO services. Sales Manager A was the only officer, director, and employee of Shell Company A.

8. The Mexican Policia Federal Preventiva (the "Mexican Federal Police") was the government police force in Mexico and an "agency" of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). The Mexican Federal Police was a customer of MRO Company.

9. The Mexican Coordinacion General de Transportes Aereos Presidenciales (the "Mexican President's Fleet") was the air fleet for the President of Mexico and an "agency" of a foreign government, as that term is used in the FCPA, Title 15, United States Code,

Section 78dd-2(h)(2). The Mexican President's Fleet was a customer of MRO Company.

10. The air fleet for the Gobierno del Estado de Sinaloa ("Sinaloa") was the air fleet for the Governor of the Mexican State of Sinaloa and an "agency" of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). Sinaloa was a customer of MRO Company.

11. The Republica de Panama Autoridad Aeronautica Civil (the "Panama Aviation Authority") was the aviation authority of Panama and an "agency" of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). The Panama Aviation Authority was a customer of MRO Company.

12. Official 1 was a Captain in the Mexican Federal Police and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 1 was a "foreign official," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

13. Official 2 was a Colonel in the Mexican President's Fleet and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 2 was a "foreign official," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

14. Official 3 was a Director of Air Services at Sinaloa and had broad decision-making authority and influence over the award of contracts to MRO service providers.

Official 3 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

15. Official 4 was a chief mechanic at the Panama Aviation Authority and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 4 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

THE CONSPIRACY

16. Paragraphs 1 through 15 are realleged and incorporated by reference as though fully set forth herein.

17. From in or around September 2004, and continuing through in or around January 2010, in the Northern District of Oklahoma, and elsewhere, the defendant, **NEAL UHL**, did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly conspire, confederate and agree with Executive A, Executive B, Sales Manager A and others, known and unknown, to commit offenses against the United States, that is, to willfully make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value, to a foreign official, and to a person, while knowing that all or a portion of such money and thing of value would be and had been offered, given, and promised to a

foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his or her official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist Defendant UHL, Executive A, Executive B, Sales Manager A and others in obtaining and retaining business for and with, and directing business to, MRO Company and others, in violation of Title 15, United States Code, Section 78dd-2(a).

PURPOSE OF THE CONSPIRACY

18. The purpose of the conspiracy was to obtain MRO service contracts and other business for MRO Company from foreign government customers, including the Mexican Federal Police, the Mexican President's Fleet, Sinaloa and the Panama Aviation Authority, by paying bribes to government officials employed by the foreign government customers, including Official 1, Official 2, Official 3, and Official 4.

MANNER AND MEANS OF THE CONSPIRACY

19. The manner and means by which Defendant **UHL** and his co-conspirators sought to accomplish the purpose of the conspiracy included, among other things, the following:

20. Defendant **UHL**, together with others, would and did discuss in person, via phone and via electronic mail (“e-mail”) the competitive need to obtain and retain contracts with customers, including foreign government customers, to perform MRO services.

21. Defendant **UHL**, together with others, would and did discuss in person, via phone and via e-mail making bribe payments — which they called “commissions,” “incentives,” or “referral fees” — to employees of customers, including foreign government customers, in order to obtain and retain contracts to perform MRO services.

22. Defendant **UHL**, together with others, would and did offer to pay, promise to pay and authorize the payment of bribes, directly and indirectly, to and for the benefit of employees of foreign government customers, including Official 1, Official 2, Official 3, and Official 4, in exchange for those officials’ agreements to help MRO Company secure contracts with the foreign government customers by which they were employed.

23. Defendant **UHL**, together with others, would and did receive instructions in person, via phone and 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.

24. Defendant **UHL**, together with others, would and did attempt to conceal the payments to foreign officials by using Shell Company A to funnel the payments to the foreign officials and by making payments in United States currency delivered by hand to the foreign officials.

25. Defendant **UHL**, together with others, would and did wire and cause to be wired certain 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 foreign officials, including Official 1, Official 2, Official 3, and Official 4.

OVERT ACTS

26. In furtherance of the conspiracy and to achieve the objects thereof, at least one of the conspirators committed, and caused to be committed, in the Northern District of Oklahoma, and elsewhere, at least one of the following overt acts, among others:

27. On or about June 7, 2006, Executive B sent an e-mail to a customer relations employee at MRO Company, copying Defendant **UHL** and Sales Manager A, in which Executive B agreed that MRO Company would provide a cell phone for Official 4's use and would pay \$10,000 to Official 4 "for his instrumental assistance in securing the contract for [MRO Company]" with the Panama Aviation Authority.

28. 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 United States currency to an official from the Mexican President's Fleet.

29. On or about that same day, Executive B forwarded the e-mail to Defendant UHL and asked if Defendant UHL could arrange to have the cash ready to give to Sales Manager A the following day.

30. On or about November 10, 2006, Defendant UHL responded to Executive B and stated, "We don't have this in petty cash, but can go to the bank to make arrangements."

31. On or about October 30, 2007, Sales Manager A sent an e-mail to Defendant UHL and Executive B asking for their help in delivering \$30,000 to Official 2.

32. On or about that same day, Defendant UHL responded, "Are we to wire funds to your business account?"

33. On or about that same day, Sales Manager A responded in an e-mail to Defendant UHL, "Yes Sir. I don't have another choice. Thank you."

34. On or about October 31, 2007, Defendant UHL 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 Official 2 in return for Official 2's help in securing a contract for MRO Company with the Mexican President's Fleet.

35. On or about October 31, 2007, Defendant **UHL** 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."

36. On or about October 31, 2007, Sales Manager A responded that Sales Manager A was on Sales Manager A's way to Mexico with the United States currency meant for Official 2.

37. On or about November 14, 2007, Defendant **UHL** 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.

38. On or about November 14, 2007, Defendant **UHL** 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."

39. 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 the attention of Defendant **UHL**, 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.

40. On or about April 13, 2009, Defendant **UHL** 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.

41. On or about October 15, 2009, Defendant **UHL** 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.

42. 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 Official 3 for his help in securing business with Sinaloa.

43. On or about October 27, 2009, Defendant **UHL** caused two checks to be sent to Official 3 in the amounts of \$22,912.38 and \$6,417.44.

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

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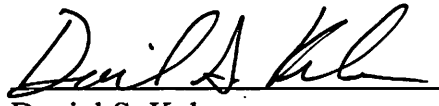
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