

ATTACHMENT A
Statement of Facts

This Office and the Defendant, Gregory Cooper, agree that if this case proceeded to trial, this Office would prove the facts set forth below beyond a reasonable doubt. They further stipulate and agree that these are not all of the facts that the United States would prove if this case proceeded to trial.

The relevant time period discussed herein is between January 2011 and July 2012. During that time, the Defendant, **Gregory Cooper** ("**COOPER**"), was employed with the United States Postal Service ("**USPS**") as a Postal Service Contracting Officer Representative and Purchasing and Supply Management Specialist, and worked on the USPS's Eastern Area Contract Management Team in Largo, Maryland. Also during that time, co-defendant **Barbara Murphy** ("**Murphy**") was the sole owner of ER&R Transportation and MC&G Trucking LLC, both of which were registered with the State of North Carolina, and which **Murphy** used to bid for and perform on transportation contracts with the USPS for the delivery of the mails.

During the relevant time period, **COOPER** engaged in a course of conduct that consisted of corruptly demanding, seeking, receiving, accepting, and agreeing to receive and accept a stream of benefits from **Murphy**, and **Murphy** engaged in a course of conduct that consisted of corruptly giving, offering, and promising a stream of benefits to **COOPER**. The stream of benefits to **COOPER** from **Murphy** included \$15,900 in cash broken up into nine payments. Eight of those payments (totaling \$12,900) were paid directly into **COOPER**'s Capital One Bank (USA), N.A., ("**Capital One**") bank account by **Murphy**. **Murphy** made one of the nine payments to **COOPER** in cash, in the amount of \$3,000, while both **COOPER** and **Murphy** were in Maryland.

The stream of benefits from **Murphy** to **COOPER** also included two payments, totaling \$779.34, on an automobile loan **COOPER** held through Wells Fargo Auto Loan, for a vehicle which **COOPER** registered and used in Maryland; payment of one semester's tuition for **COOPER**'s daughter, in the amount of \$7,355; five payments towards an AT&T cell phone bill, for cellular service **COOPER** used in Maryland, totaling \$1,244.53; an airline ticket for **COOPER** which cost \$251.10; and fitness equipment delivered to **COOPER**'s home in Maryland, which cost \$401.79. The total amount of payments made by **Murphy** to **COOPER** was \$25,931.76.

COOPER received, and **Murphy** gave, all these benefits in exchange for **COOPER**'s favorable treatment of **Murphy** in contracting with the USPS as opportunities arose, and in violation of **COOPER**'s lawful duty to the USPS. Specifically, as to the nine USPS contracts on which **MURPHY** bid during the relevant time period, **COOPER** personally awarded three of those contracts to **Murphy**'s companies, and recommended to his superiors that the other six should likewise be awarded to **Murphy**'s companies. As a result, during the relevant time period, **Murphy** was successful in every bid **Murphy** placed with the USPS. Additionally, **COOPER** assisted **Murphy** in the performance of those contracts, by providing **Murphy** with advice on how to address specific issues that arose from **Murphy**'s performance of those

contracts, and permitting Murphy to use an American Express account COOPER opened for the sole purpose of giving MURPHY a line of credit to use in her performance of her USPS contracts.

I have read this statement of facts, and have carefully reviewed it with my attorney. I acknowledge that it is true and correct.

May 14, 2015
Date



Gregory Cooper