

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA)	
)	
v.)	Criminal No. 04-150-A
)	
DARLEEN A. DRUYUN,)	
)	
Defendant.)	

SUPPLEMENTAL STATEMENT OF FACTS

It is agreed by and between the parties that the following facts are true and that they supplement the Statement of Facts filed in the above referenced case.

The Defendant's Post-Plea Admissions

_____ On April 20, 2004 the defendant entered a plea of guilty to conspiracy to violate Title 18, United States Code, Section 208(a) in the Eastern District of Virginia. As a part of that plea, the defendant entered into a plea agreement with the United States Attorney's Office for the Eastern District of Virginia. That agreement required the defendant to provide full, complete and truthful cooperation to the government. Prior to entering the plea agreement with the United States, the defendant entered into a proffer agreement with the United States to formulate an appropriate resolution of this case. On December 2, 2003 the defendant was interviewed by agents of the government as part of the proffer agreement. On April 23, 2004 the defendant was again interviewed by government agents as part of the cooperation required by her plea agreement. The defendant now acknowledges that she provided false, misleading and untruthful information to government investigators at both of those sessions.

On July 28, 2004 the defendant was reinterviewed by government agents and acknowledged, as a result of the government's investigation, that she had not been truthful in her prior cooperation. The defendant had previously maintained that she had always acted in the best interest of the United States during her negotiations with the Boeing Company while she was employed by the Air Force. She acknowledged a conflict of interest in negotiating employment with Boeing while at the same time negotiating with Boeing on behalf of the Air Force. However, the defendant had maintained that her relationship with Boeing did not influence her official actions or harm the government.

The defendant, since July 28, 2004, now acknowledges that she did favor the Boeing Company in certain negotiations as a result of her employment negotiations and other favors provided by Boeing to the defendant. Defendant acknowledges that Boeing's employment of her future son-in-law and her daughter in 2000, at the defendant's request, along with the defendant's desire to be employed by Boeing, influenced her government decisions in matters affecting Boeing.¹ That as a result of the loss of her objectivity, she took actions which harmed the United States to include the following:

1. In negotiations with Boeing concerning the lease agreement for 100 Boeing KC 767A tanker aircraft, the defendant agreed to a higher price for the aircraft than she believed was

¹ The defendant also acknowledges contacting a senior official of Boeing in 2002 concerning the continued employment of her daughter by Boeing. The defendant had been told by her daughter that she feared termination by Boeing for employment performance issues. The defendant contacted a senior official of Boeing, with whom she was negotiating the KC 767A tanker lease, to prevent any adverse action by Boeing against her daughter. The daughter was not terminated and instead was transferred to a new position. This same senior Boeing official routinely updated the defendant concerning the daughter's employment with Boeing, for example advising the defendant of pay increases received by the daughter.

appropriate. The defendant did so, in her view, as a “parting gift to Boeing” and because of her desire to ingratiate herself with Boeing, her future employer. The defendant also now acknowledges providing to Boeing during the negotiations what at the time she considered to be proprietary pricing data supplied by another aircraft manufacturer.

2. During 2002 the defendant, as chairperson of the NATO Airborne Early Warning and Control Program Management Board of Directors, was involved in negotiations with Boeing concerning a restructuring of the NATO AWACS program. The defendant negotiated a payment of 100 million dollars to Boeing as part of that restructuring. The defendant now acknowledges that at the time she believed a lower amount to be an appropriate settlement and she did not act in the best interest of the United States and NATO. Her agreement to the 100 million dollar settlement was influenced by her daughter’s and son-in-law’s relationship with Boeing and the employment negotiations.

3. The defendant was the selection authority in 2001 for the C 130 AMP which was an Air Force procurement of more than four billion dollars to upgrade the avionics of C-130 aircraft. The defendant selected Boeing from four competitors, and now acknowledges that she was influenced by her perceived indebtedness to Boeing for employing her future son-in-law and daughter. The defendant believes that an objective selection authority may not have selected Boeing.

4. During 2000 the defendant negotiated a settlement with Boeing concerning the C-17 H22 contract clause with a senior executive of Boeing. These negotiations occurred at the time the defendant was seeking employment at Boeing for her daughter’s boyfriend. The defendant’s decision to agree to a payment of approximately 412 million dollars to Boeing in connection with

the C-17 H22 clause was influenced by Boeing's assistance to the defendant.

The defendant has also acknowledged since July 28, 2004 that her earlier cooperation with the government was untruthful and misleading in other respects. For example, the defendant has revealed that a notebook she had provided to government investigators had been altered by her. This notebook contained what purported to be contemporaneous notes written by the defendant when she was employed by the Air Force. The defendant now acknowledges secretly adding notations to the notebook, before providing it to the government for the purpose of supporting her version of events.

Respectfully submitted,

Paul J. McNulty
United States Attorney

By: _____
Robert Wiechering
Assistant United States Attorney

After consulting with my attorneys and pursuant to the Supplemental Plea Agreement entered into this day between me and the United States, I hereby stipulate that the above Supplemental Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States could have proved the same beyond a reasonable doubt.

Darleen A. Druyun
Defendant

I am Darleen Druyun's attorney. I have carefully reviewed the above Supplemental Statement of Facts with her. To my knowledge, her decision to stipulate to these facts is an informed and voluntary one.

John M. Dowd
Counsel for the Defendant