



NATIONAL SCIENCE FOUNDATION
OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS

CLOSEOUT MEMORANDUM

Case Number: I07080031

Page 1 of 1

We initiated an investigation after receiving an allegation that the Subject¹ had falsely charged personal expenses to an NSF Grant to a university.² Our investigation substantiated that the subject made personal purchases using a university issued Purchase Card and then charged those personal expenses to various university accounts, including the NSF Grant. We referred this matter to the US Attorney's Office in Atlanta. On March 4, 2008, the subject was indicted in the United States District Court for the Northern District of Georgia, for 17 counts of Title 18 U.S.C. § 1341, Mail Fraud, and five counts of Title 18 U.S.C. § 666, Theft from an Organization Receiving Federal Funds. (Attachment 1)

On May 13, 2008, the subject entered a plea of Guilty to all counts and on August 19, 2008, was sentenced by the court to be imprisoned for 32 months, followed by 3 years of supervised release, fined \$2,200, ordered to pay restitution of \$316,874.12, and ordered to perform 250 hours of community service. (Attachment 2)

We recommended that NSF debar the subject for a period of five years. On June 17, 2009, NSF debarred the subject until March 17, 2014. (See Attachment 3)

Accordingly, this case is closed.

¹ Donna Renee Gamble

² Georgia Institute of Technology

FILED IN CHAMBERS
U.S.D.C. Atlanta

MAR 4 2008

JAMES N. HATTEN, Clerk

By: *L. Wade Childs*
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA :
 :
 v. :
 :
 DONNA RENEE GAMBLE, :
 :
 Defendant. :
 :

CRIMINAL INDICTMENT

NO. 1:08-CR-084

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

Introduction

1. The defendant, DONNA RENEE GAMBLE, was employed by the Georgia Institute of Technology ("Georgia Tech"), in Atlanta, Georgia, where she was assigned to the Parker H. Petit Institute for Bioengineering and Bioscience ("IBB").

2. The Georgia Tech Research Corporation, a Georgia nonprofit corporation, served as the contracting agency for sponsored research projects performed by Georgia Tech.

3. All grants provided to Georgia Tech were accepted by the Georgia Tech Research Corporation and subsequently subcontracted to Georgia Tech for the project performance.

4. The Georgia Tech/Emory Center for the Engineering of Living Tissues, which was established as an Engineering Research Center by the National Science Foundation ("NSF"), an agency of the United States Government, was funded by NSF and headquartered at IBB.

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5. NSF Grant No. 9731643, titled "ERC: Research Center for the Engineering of Living Tissues," was administered at IBB.

6. As an employee of Georgia Tech, the defendant, DONNA RENEE GAMBLE, had access to one or more Georgia Tech credit cards, also known as Procurement Cards or "P-Cards," which she was allowed to use for authorized official business purchases only.

7. The defendant, DONNA RENEE GAMBLE, was prohibited from charging personal purchases on her Georgia Tech P-Cards.

8. The defendant, DONNA RENEE GAMBLE, was required to submit her monthly P-Card statements to her supervisor, along with receipts for the items charged to her P-Cards.

COUNTS 1-17

18 U.S.C. § 1341

Mail Fraud

9. The allegations contained in the preceding paragraphs of this Indictment are realleged and incorporated herein by reference.

Purpose of the Scheme and Artifice

10. From on or about April 24, 2002, and continuing to on or about April 23, 2007, in the Northern District of Georgia, the defendant, DONNA RENEE GAMBLE, devised and intended to devise a scheme and artifice to defraud Georgia Tech and NSF by using Georgia Tech P-Cards to charge personal purchases, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

The Scheme and Artifice

11. It was part of the scheme and artifice that:

(a) The defendant, DONNA RENEE GAMBLE, purchased more than 3,800 personal items by charging them to her Georgia Tech P-Cards, at a total cost of more than \$316,000.

(b) NSF funds were used to pay for the personal purchases that the defendant, DONNA RENEE GAMBLE, charged to her Georgia Tech P-Cards.

(c) In an effort to conceal and disguise the personal nature of certain charges on her Georgia Tech P-Cards, the defendant, DONNA RENEE GAMBLE, created fake receipts and submitted them to her supervisor, to make it appear that those charges were for authorized official business purposes.

(d) In an effort to conceal and disguise the personal nature of certain charges on her Georgia Tech P-Cards, the defendant, DONNA RENEE GAMBLE, made and caused to be made false entries in Georgia Tech's accounting records.

The Mailings

12. On or about the dates set forth below, the Defendant, DONNA RENEE GAMBLE, for the purpose of executing the scheme and artifice, and attempting to do so, did knowingly cause to be delivered to [REDACTED] by mail and by private and commercial interstate carrier, the following matters and things, according to the directions thereon:

COUNT	DATE	DESCRIPTION
1.	November 10, 2004	Barrington Model 801 Oboe
2.	August 17, 2005	Makita G2800L, 2800 Watt Power Generator
3.	September 12, 2005	RV Air Conditioner (15K - Heat/Cool) - Complete Assembly - Color - Ivory
4.	October 11, 2005	Philips 32PF9630A 32" Widescreen LCD HDTV
5.	February 20, 2006	U-Line Icemaker
6.	March 1, 2006	Poulan PB1842LT Lawn Tractor 42" Cutting Deck 6 Speed, 18 HP Briggs & Stratton Engine.
7.	April 17, 2006	Bunn ULTRA-2, Frozen Drink System, White Stainless Steel
8.	May 10, 2006	Honda Powered Pressure Washer 2600 PSI 5 Hp Comet Pump 2.5 GPM with Wheels
9.	May 17, 2006	Bushnell Elite 8x43 Waterproof/Fogproof PC3 Magnesium Binocular
10.	June 19, 2006	RV Air Conditioner, Complete (13.5K / Cool Only / Non-Ducted) - Color - White
11.	August 23, 2006	Whirlpool Gold GU2400XTPB 24" Built-In Dishwasher with 5 Automatic Cycles, 14 Place Setting Capacity & Glass Xpress Cycle: Black on Black
12.	August 25, 2006	Maytag MEW5627DDB 27" Electric Double Wall Oven with Two Self-Cleaning Ovens and 2 Oven Racks per Level: Black
13.	September 19, 2006	Frigidaire FFU2124DW 20.6 Cu. Ft. Upright Freezer with Manual Defrost & 4 Fixed Shelves
14.	October 31, 2006	Crosley Mini Bubbler Jukebox (WR18-CR)

COUNT	DATE	DESCRIPTION
15.	November 3, 2006	Voit Competition Soccer Foosball Table Game
16.	April 16, 2007	Sylvania 6620LDG 20" Flat Panel LCD TV with Built in DVD player
17.	April 17, 2007	MAKITA 24.5 CC 4 Cycle Gas Blower Model BHX2500

All in violation of Title 18, United States Code, Section 1341.

COUNTS 18-22

18 U.S.C. § 666(a) (1) (A)

Theft from an Organization Receiving Federal Funds

13. The allegations contained in the preceding paragraphs of this Indictment are realleged and incorporated herein by reference.

14. During each one-year period identified below, Georgia Tech received federal assistance in excess of \$10,000, and, in the Northern District of Georgia, the defendant, DONNA RENEE GAMBLE, being an agent of Georgia Tech, in that she was an employee of IBB, did embezzle, steal, obtain by fraud, and otherwise without authority knowingly convert to the use of a person other than the rightful owner, money and property valued at \$5,000 or more, which money and property was owned by or under the care, custody, and control of Georgia Tech:

Count	One-Year Period
18.	September 1, 2002 through August 31, 2003
19.	September 1, 2003 through August 31, 2004
20.	September 1, 2004 through August 31, 2005

Count	One-Year Period
21.	September 1, 2005 through August 31, 2006
22.	September 1, 2006 through August 31, 2007

All in violation of Title 18, United States Code, Section 666(a)(1)(A).

CRIMINAL FORFEITURE PROVISION

15. The allegations contained in the preceding paragraphs of this Indictment are realleged and incorporated herein by reference.

16. Upon conviction of one or more of the offenses in violation of Title 18, United States Code, Section 1341, set forth in Counts 1 through 17 of this Indictment, or one or more of the offenses in violation of Title 18, United States Code, Section 666(a)(1)(A), set forth in Counts 18 through 22 of this Indictment, the defendant, DONNA RENEE GAMBLE, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense(s) of conviction. The property to be forfeited includes, but is not limited to, the following:

(a) MONEY JUDGMENT

A sum of money equal to \$ 316,000 in United States currency, representing the amount of proceeds obtained as a result of the mail fraud offenses alleged in Counts 1 through 17 of this Indictment, in violation of

Title 18, United States Code, Section 1341, and the offenses involving theft from an organization receiving federal funds alleged in Counts 18 through 22 of this Indictment, in violation of Title 18, United States Code, Section 666(a)(1)(A).

(b) PERSONAL PROPERTY

- (1) Coral Pink Nintendo DS Lite;
- (2) Olympus Stylus 710 Digital Camera;
- (3) HP Pavilion Laptop, Serial #2CE528MJB;
- (4) Barrington Model 801 Oboe;
- (5) Gateway 838 GM Computer, Serial #XAB59I1010237, Keyboard, Mouse, Power Cord, and Speakers;
- (6) 20" Axion Flat Panel Television and Power Cord;
- (7) Electric Blue Nintendo DS;
- (8) HP Pavilion DV4000 Laptop, Serial #2CE528OMQC;
- (9) Crosley Mini Bubbler Jukebox (WR18-CR);
- (10) Axion 20" Flat Panel Television;
- (11) Bunn Ultra-2 Frozen Drink System, White Stainless Steel;
- (12) Poulan PB1842LT Lawn Tractor with 42" Cutting Deck and 6 Speed, 18 HP Briggs and Stratton Engine;

- (13) Makita G28001 2800 Watt Power Generator;
- (14) Dewalt DC6KTGA 18-volt, 6 Tool Cordless Combo Kit;
- (15) Honda Powered Pressure Washer 2600 PSI 5 HP Comet Pump, 2.5 GPM, with Wheels;
- (16) 42" Dual Bin Bagger;
- (17) 1 of 2, Auburn White Canopy by Logo Chair;
- (18) 2 of 2, Auburn White Canopy by Logo Chair;
- (19) Husqvarna 125BT Backpack Blower;
- (20) Coleman Gas Log Patio Hearth;
- (21) 7.4 Ft Outdoor Stainless Steel Propane/Butane Patio Heater with Wheel;
- (22) Centurion Euro-style Boat Cover;
- (23) Sharp SD-EX220 160 Watt Single CD/AM/FM Micro System with 1-bit Audio-Half Mirror-finish;
- (24) Poulan Pro PP336 17" Straight Shaft Gas Trimmer/Brushcutter, 31cc;
- (25) 4 Lafuma Model 40804 RSX La Napoule Recliner Lounge [chairs], Green;
- (26) Coleman Roadtrip Sport Grill;
- (27) Yard Machines 021G 4.0 Hp Gas Push Mower;

- (28) Huffy Main Street Women's Comfort Bike;
- (29) 1 of 2, Kulana Luhi Women's Cruiser Bike;
- (30) 2 of 2, Kulana Luhi Women's Cruiser Bike;
- (31) Solar (SOLES5000) BOOSTER PAC Rechargeable 12V Battery Booster - 1500 Peak Amps, 360 CCA;
- (32) Makita 24.5cc 4 Cycle Gas Blower, Model BHX2500;
- (33) Sima Stp-1000 Dual-outlet 1000 Watt DC-AC Power Inverter with Soft Start;
- (34) Philips 32PF9630A 32" Widescreen LCD HDTV;
- (35) HP Pavilion DV4130US 15.4" Notebook PC;
- (36) Infocus X2 Multimedia DLP Projector;
- (37) Gateway 838GM Media Center Desktop;
- (38) HP OfficeJet 7410 All-in-one Printer;
- (39) Sony MVCCD350 CD Mavica 3.2MP Digital Camera W/ 3x Optical Zoom;
- (40) Olympus Stylus 710 7.1MP Ultra Slim Digital Camera with 3x Optical Zoom;
- (41) Sony Cybershot DSCP200 7.2MP Digital Camera 3x Optical Zoom;
- (42) BenQ FP737S-D 17" LCD Monitor;

- (43) Olympus Stylus 710 7.1MP Ultra Slim Digital Camera with 3x Optical Zoom;
- (44) Sirius Sportster Receiver;
- (45) Draper 207010 Luma 4:3 Manual Wall Projection Screen;
- (46) Auburn Au Elite Leather Man's Watch;
- (47) Voit Competition Soccer Foosball Table Game;
- (48) Bissell 7950 Proheat Self-propelled Upright Deep Cleaner;
- (49) Proview HV-177 - 17" LCD TV and Power Cord;
- (50) Samsung LT-P1795W 17" HDTV-ready LCD TV/computer Display and Power Cord;
- (51) Yamaha WaveRunner III;
- (52) Bounty Hunter Tracker IV Metal Detector;
- (53) Bushnell Elite 8x43 Waterproof/Fogproof PC3 Magnesium Binocular; and
- (54) Sylvania 6620LDG 20" Flat Panel LCD TV with Built in DVD Player.

17. If, as a result of any act or omission of the defendant, DONNA RENEE GAMBLE, any of the above-described property subject to forfeiture cannot be located upon the exercise of due diligence; has been transferred to, sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the court; has been

substantially diminished in value; or has been commingled with other property, which cannot be divided without difficulty, it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b), to seek forfeiture of any other property of said defendant up to the value of the forfeitable property described above.

A True BILL

[Signature]
FOREPERSON

DAVID E. NAHMIAS
UNITED STATES ATTORNEY

[Signature]

J. RUSSELL PHILLIPS
ASSISTANT UNITED STATES ATTORNEY
Georgia Bar Number 576335

600 United States Courthouse
75 Spring Street, S.W.
Atlanta, GA 30303
Telephone: (404) 581-6000
Fax: (404) 581-6181

ATTEST: A TRUE COPY
CERTIFIED THIS

MAR 4 2008

James M. Hatten, Clerk.
By: [Signature]
Deputy Clerk

ORIGINAL

CLERK'S OFFICE

GUILTY PLEA and PLEA AGREEMENT

United States Attorney
Northern District of Georgia

MAY 13 2008

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CRIMINAL NO. 1:08-CR-084-JTC-AJB

DONNA RENEE GAMBLE, defendant, having received a copy of the above-numbered Indictment and having been arraigned, hereby pleads GUILTY to Counts 1 through 22 thereof. The defendant, her counsel, and the United States Attorney for the Northern District of Georgia ("the Government"), as counsel for the United States, subject to approval by the Court, have agreed upon a negotiated plea in this case, the terms of which are as follows:

1. ADMISSION OF GUILT

The defendant admits that she is pleading guilty because she is in fact guilty of the crime(s) charged in the Indictment.

2. TRIAL RIGHTS

The defendant understands that by pleading guilty, she is giving up the right to plead not guilty and the right to be tried by a jury. At a trial, the defendant would have the right to an attorney, and if the defendant could not afford an attorney, the Court would appoint one to represent her. During the trial, the defendant would be presumed innocent and the Government would have the burden of proving her guilty beyond a reasonable doubt. The defendant would have the right to confront and cross-examine the witnesses against her. If the defendant wished, she could testify on her own behalf and present evidence in her defense, and she could subpoena witnesses to testify on her behalf. If, however, the defendant did not wish to testify, that fact could not be used against her. If the defendant were found guilty after a trial, she would have the right to appeal the conviction. The defendant understands that by pleading guilty, she is giving up all of these

rights and there will not be a trial of any kind. The defendant also understands that she ordinarily would have the right to appeal her sentence and, under some circumstances, to attack the sentence in post-conviction proceedings. By entering this Plea Agreement, the defendant may be waiving some or all of those rights to appeal or collaterally attack her sentence, as specified below. Finally, the defendant understands that, to plead guilty, she may have to answer questions posed to her by the Court concerning the rights that she is giving up and the facts of this case, and the defendant's answers, if untruthful, may later be used against her in a prosecution for perjury or false statements.

3. MAXIMUM AND MANDATORY MINIMUM PENALTIES

The defendant understands that, based on her plea of guilty, she will be subject to the following maximum and mandatory minimum penalties:

- (a) Maximum term of imprisonment: (Counts 1-17) 20 years on each count; (Counts 18-22) 10 years on each count.
- (b) Mandatory minimum term of imprisonment: None.
- (c) Term of supervised release: 3 years.
- (d) Maximum fine: \$250,000 on each count.
- (e) Full restitution to all victims of the offense(s) and relevant conduct.
- (f) Mandatory special assessment: \$2,200.

The defendant understands that, before imposing sentence in this case, the Court will be required to consider, among other factors, the provisions of the United States Sentencing Guidelines. Ultimately, it is within the Court's discretion to impose a sentence up to and including the statutory maximum. The defendant also understands that no one can predict her exact sentence at this time.

4. ACCEPTANCE OF RESPONSIBILITY

The Government will recommend that the defendant receive the

two-level adjustment for acceptance of responsibility pursuant to Section 3E1.1 of the Sentencing Guidelines, and the additional one-level adjustment if the offense level is 16 or higher. However, the Government will not be required to recommend acceptance of responsibility if, after entering this Plea Agreement, the defendant engages in conduct inconsistent with accepting responsibility. Thus, by way of example only, should the defendant falsely deny or falsely attempt to minimize her involvement in relevant offense conduct, give conflicting statements about her involvement, fail to pay the special assessment, or participate in additional criminal conduct, including unlawful personal use of a controlled substance, the Government will not be required to recommend acceptance of responsibility.

5. SPECIAL ASSESSMENT

The defendant understands that the Court will order her to pay a special assessment in the amount of \$2,200.

6. RIGHT TO STATE FACTS/MAKE RECOMMENDATIONS

The Government reserves the right to inform the Court and the Probation Office of all facts and circumstances regarding the defendant and this case, and to respond to any questions from the Court and the Probation Office and to any misstatements of fact or law. Except as expressly stated elsewhere in this Plea Agreement, the Government also reserves the right to make recommendations regarding application of the Sentencing Guidelines.

7. LIMITED WAIVER OF APPEAL

To the maximum extent permitted by federal law, the defendant voluntarily and expressly waives her right to appeal the conviction and sentence and the right to collaterally attack her conviction and sentence in any post-conviction proceeding, including a § 2255 proceeding, on any ground, except that the defendant may file a direct appeal of a sentence higher than the otherwise applicable advisory sentencing guideline range. The defendant understands

that this Plea Agreement does not limit the Government's right to appeal, but if the Government appeals the sentence imposed, the defendant may also file a cross-appeal of her sentence.

8. DNA WAIVER

The parties agree that no biological evidence (as defined in 18 U.S.C. § 3600A) has been identified in this case; therefore, the defendant understands and agrees that no biological evidence will be preserved for DNA testing.

9. FOIA WAIVER

The defendant hereby waives all rights, whether asserted directly or by a representative, to request or 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.

10. FORFEITURE

The defendant agrees that she shall immediately forfeit to the United States any property constituting, or derived from, proceeds the defendant obtained, directly or indirectly, as the result of the violations of 18 U.S.C. § 1341 alleged in Counts 1 through 17 of the Indictment, to which the defendant is pleading guilty, including but not limited to the following:

- (1) Coral Pink Nintendo DS Lite;
- (2) Olympus Stylus 710 Digital Camera;
- (3) HP Pavilion Laptop, Serial #2CE528MJB;
- (4) Barrington Model 801 Oboe;
- (5) Gateway 838 GM Computer, Serial #XAB59I1010237, Keyboard, Mouse, Power Cord, and Speakers;
- (6) 20" Axion Flat Panel Television and Power Cord;

- (7) Electric Blue Nintendo DS;
- (8) HP Pavilion DV4000 Laptop, Serial #2CE5280MQC;
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- (51) Yamaha WaveRunner III;
- (52) Bounty Hunter Tracker IV Metal Detector;
- (53) Bushnell Elite 8x43 Waterproof/Fogproof PC3 Magnesium Binocular; and
- (54) Sylvania 6620LDG 20" Flat Panel LCD TV with Built in DVD Player.

The defendant acknowledges that each asset covered by this agreement is subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) as property constituting or derived from proceeds obtained directly or indirectly as a result of the violations to which the defendant is pleading guilty.

The defendant warrants that she is the sole owner and titleholder of all of the assets listed above, and the defendant warrants that she has not transferred, conveyed, or encumbered her interest in any of those assets. The defendant agrees to hold all law enforcement agents and the United States, its agents, and its employees harmless from any claims whatsoever arising in connection with the seizure or forfeiture of any asset covered by this agreement.

The defendant hereby waives and abandons all interest in any asset described by this agreement in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal, and the defendant agrees that the forfeiture shall be accomplished either administratively or judicially at the Government's option. The defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, collateral attack, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. As to any asset described by this Plea Agreement, the defendant hereby waives the requirements of 18 U.S.C. § 983, Rule 4 of the Federal Rules of Civil Procedure, and Supplemental Rule C, regarding notice of seizure in judicial forfeiture matters and the requirements of Federal Rules of Criminal Procedure 7, 11, 32.2, 41, and 43 as they apply in any manner to any forfeiture issue.

If the Government elects to proceed administratively, the defendant hereby consents to the entry of a declaration of forfeiture and waives the requirements of 18 U.S.C. § 983 regarding notice of seizure in non-judicial forfeiture matters. The defendant acknowledges that assets may have been forfeited administratively prior to the execution of this agreement, and the defendant hereby waives any interest in such assets; all constitutional, legal, and equitable claims to such assets; and all defenses to the forfeiture of such assets in any proceeding, including proper notice, timeliness of the notice, innocent ownership, defenses arising in connection with any provision of 18 U.S.C. § 983, and excessive fines.

If the Government elects to proceed judicially against any asset, by entering into this Plea Agreement, the defendant authorizes the Court to enter immediately a preliminary order of forfeiture against all property described by this agreement,

consents to that order becoming final as to her at the time of entry, and agrees that the order shall become part of her sentence and be incorporated into the judgment against her automatically at the time of its entry without further action from the Court. If the forfeiture is to be accomplished in a parallel civil action, the defendant authorizes the court to enter a civil Judgment and Order of Forfeiture without further notice to her and waives all defenses to forfeiture as described above. To the extent that the Government institutes or has instituted any civil judicial forfeiture proceeding to which the defendant is or becomes a party, the defendant agrees that she shall be responsible for her attorney's fees and costs incurred in connection with that action.

With regard to all forfeitable assets, the defendant agrees to take all steps necessary to ensure that the property is not hidden, sold, wasted, destroyed, or otherwise made unavailable for forfeiture. In addition, the defendant agrees not to file a Statement of Interest, Answer, Claim, or Petition for Remission for such asset in any administrative or judicial proceeding that may be initiated or that has been initiated. To the extent that the defendant has filed a Statement of Interest, Answer, Claim, or Petition for Remission for any such asset, the defendant hereby immediately withdraws that filing. The defendant agrees to take all steps requested by the United States to pass clear title to the forfeitable assets to the United States, to cooperate truthfully and completely with the Government in all matters related to the forfeiture of assets in connection with the facts and circumstances giving rise to this prosecution, and to testify truthfully in any forfeiture proceeding relating to her cooperation.

The defendant acknowledges that she is not entitled to use forfeited assets to satisfy any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

11. VIOLATION OF PLEA AGREEMENT

If the defendant fails in any way to fulfill each one of her obligations under this Plea Agreement, the Government may elect to be released from its commitments under this Plea Agreement. The Government may then prosecute the defendant for any and all Federal crimes that she has committed related to this case, including any charges dismissed pursuant to this Plea Agreement, and may recommend to the Court any sentence for such crimes up to and including the maximum sentence. The defendant expressly waives any statute of limitations defense and any constitutional or statutory speedy trial defense to such a prosecution, except to the extent that such a defense could have been asserted this Plea Agreement is filed. In addition, the defendant agrees that, in such a prosecution, all admissions and other information that she has provided at any time, including all statements she has made and all evidence she has produced during proffers, interviews, testimony, and otherwise, may be used against her, regardless of any constitutional provision, statute, rule, or agreement to the contrary. Finally, the defendant understands that her violation of the terms of this Plea Agreement would not entitle her to withdraw her guilty plea in this case.

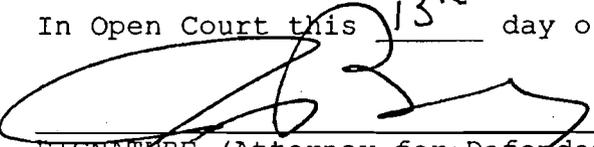
12. NON-BINDING AGREEMENT

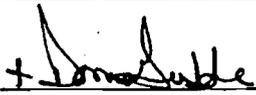
The defendant understands and agrees that the recommendations of the Government incorporated within this Plea Agreement or otherwise discussed between the parties are not binding on the Court and that the Court's failure to accept one or more of the recommendations will not constitute grounds to withdraw her guilty plea or to claim a breach of this Plea Agreement.

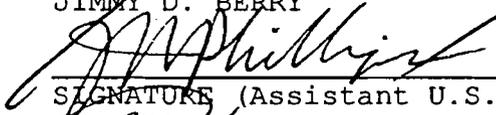
13. NO OTHER AGREEMENTS

There are no other agreements, promises, representations, or understandings between the defendant and the Government.

In Open Court this 13th day of May, 2008.


SIGNATURE (Attorney for Defendant)
JIMMY D. BERRY


SIGNATURE (Defendant)
DONNA RENEE GAMBLE

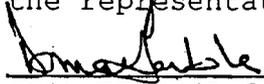

SIGNATURE (Assistant U.S. Attorney)
J. RUSSELL PHILLIPS


SIGNATURE (Approving Official)
RANDY S. CHARTASH

05-14-08
DATE

Certification of Defendant and Counsel

I have read the Indictment against me and have discussed it with my attorney. I understand the charges and the elements of each charge that the Government would have to prove to convict me at a trial. I have read the foregoing Plea Agreement and have carefully reviewed every part of it with my attorney. I understand the terms and conditions contained in the Plea Agreement, and I voluntarily agree to them. I also have discussed with my attorney the rights I may have to appeal or challenge my sentence, and I understand that the appeal waiver contained in the Plea Agreement will prevent me, with the narrow exceptions stated, from appealing my sentence or challenging my sentence in any post-conviction proceeding. No one has threatened or forced me to plead guilty, and no promises or inducements have been made to me other than those discussed in the Plea Agreement. The discussions between my attorney and the Government toward reaching a negotiated plea in this case took place with my permission. I am fully satisfied with the representation provided to me by my attorney in this case.

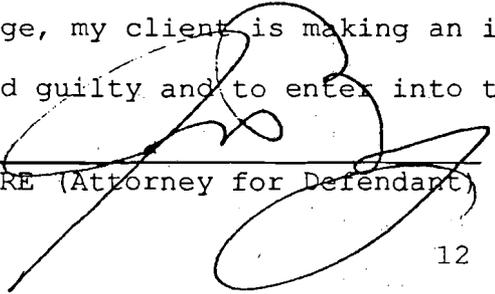


SIGNATURE (Defendant)

5/13/08

DATE

I am DONNA RENEE GAMBLE's lawyer. I have carefully reviewed the charges and the Plea Agreement with my client. To my knowledge, my client is making an informed and voluntary decision to plead guilty and to enter into the Plea Agreement.



SIGNATURE (Attorney for Defendant)

5/13/08

DATE

INFORMATION BELOW MUST BE TYPED OR PRINTED

Jimmy D. Berry
NAME (Attorney for Defendant)

Donna Renee Gamble
NAME (Defendant)

236 Washington Avenue
STREET

[REDACTED]
STREET

Marietta, GA 30060
CITY & STATE ZIP CODE

[REDACTED]
CITY & STATE ZIP CODE

PHONE NUMBER 770-422-5434

PHONE NUMBER [REDACTED]

STATE BAR OF GEORGIA NUMBER [REDACTED]

Filed in Open Court

By _____

U. S. DEPARTMENT OF JUSTICE
Statement of Special Assessment Account

This statement reflects your special assessment only. There may be other penalties imposed at sentencing.

ACCOUNT INFORMATION	
CRIMINAL ACTION NO.:	1:08-CR-084-JTC-AJB
DEFENDANT'S NAME:	DONNA RENEE GAMBLE
PAY THIS AMOUNT:	\$2,200

INSTRUCTIONS:

1. PAYMENT MUST BE MADE BY CERTIFIED CHECK OR MONEY ORDER PAYABLE TO:

CLERK OF COURT, U.S. DISTRICT COURT

PERSONAL CHECKS WILL NOT BE ACCEPTED

2. PAYMENT MUST REACH THE CLERK'S OFFICE WITHIN 30 DAYS OF THE ENTRY OF YOUR GUILTY PLEA
3. PAYMENT SHOULD BE SENT OR HAND DELIVERED TO:

Clerk of Court, U.S. District Court
2211 U.S. Courthouse
75 Spring Street, S.W.
Atlanta, Georgia 30303

(Do not Send Cash)

4. INCLUDE DEFENDANT'S NAME ON CERTIFIED CHECK OR MONEY ORDER
5. ENCLOSE THIS COUPON TO INSURE PROPER AND PROMPT APPLICATION OF PAYMENT
6. PROVIDE PROOF OF PAYMENT TO THE ABOVE-SIGNED AUSA WITHIN 30 DAYS OF THE GUILTY PLEA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CLERK'S OFFICE

UNITED STATES OF AMERICA

vs.

DONNA RENEE GAMBLE

:
:
: CRIMINAL NO.
: 1:08-CR-84-JTC
:
:

MAY 13 2008
Deborah H. Schrepfer

NOTICE OF SENTENCING DATE

TO: Above named Defendant

By direction of the Honorable Jack T. Camp, United States District Judge, YOU ARE HEREBY ORDERED to appear in the United States District Court for the Northern District of Georgia in Courtroom 2106, Atlanta, on Tuesday, July 22, 2008, at 2:00 p.m., where sentence will be imposed.

You will receive no further notice.

If you are under bond, your failure to appear for sentencing on the above date will result in the forfeiture of your bond.

IT IS FURTHER ORDERED that a Presentence Investigation and Report to this Court will be completed in this regard.

James N. Hatten, Clerk

DATE: May 13, 2008

COUNSEL: Jimmie D. Berry

RECEIVED: Donna Renee Gamble
(Defendant)

Deborah H. Schrepfer

BY: Deborah H. Schrepfer
Courtroom Deputy Clerk

NOTE: No continuance can be granted except by Order of the Court. Any request should be brought to the Court's attention as soon as possible by having your attorney call the Courtroom Deputy Clerk whose name appears above. Newnan: 678-423-3025 / Atlanta: 404-215-1525.

PLEA	()	BOND	(x)	TO COUNTS: 1-22
TRIAL	()	FEDERAL CUSTODY	()	of Total Counts: 1-22
NOLO	()	STATE CUSTODY	()	ASST. U.S. ATTY:
NEGOTIATED PLEA	(x)	USM CUSTODY	()	John Russell Phillips

Copies:	Clerk	U.S. Attorney	U.S. Marshal
	Defendant	Counsel	U.S. Probation Officer

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA

-vs-

Case No. 1:08-cr-084-JTC-1

DONNA RENEE GAMBLE

Defendant's Attorney:
Jimmie Berry

JUDGMENT IN A CRIMINAL CASE
(For Offenses Committed On or After November 1, 1987)

The defendant plead guilty to Counts 1 through 22 of the Indictment.

Accordingly, the defendant is adjudged guilty of such count(s) which involves the following offense:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Count No.</u>
18 U.S.C. § 1341	Mail Fraud	1-17
18 U.S.C. § 666(a)(1)(A)	Theft from an Organization Receiving Federal Funds	18-22

The defendant is sentenced as provided in pages 2 through 5 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

It is ordered that the defendant shall pay the special assessment of \$ 2,200 which shall be due immediately.

IT IS FURTHER ORDERED that the defendant shall notify the United States attorney for this district within thirty days of any change of name, residence, or mailing address until all fines, restitution, costs and special assessments imposed by this judgment are fully paid.

Defendant's Soc. Sec. No. xxx-xx-
Defendant's Date of Birth:
Defendant's Mailing Address:

Date of Imposition of Sentence: August 19, 2008

Signed this the 21st day of August, 2008.



JACK W. CAMP
UNITED STATES DISTRICT JUDGE

1:08-cr-084-JTC-1 : DONNA RENEE GAMBLE

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a term of **THIRTY-TWO (32) MONTHS**.

It is ordered that all of the Defendant's right, title and interest in the property identified in the Consent Preliminary Order of Forfeiture dated August 19, 2008, which is hereby incorporated by reference, is forfeited.

The Defendant shall surrender to the United States Marshal for this district at NOON at the designated facility, but not less than 30 days after the date of sentencing.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____
at _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

By: _____
Deputy U.S. Marshal

1:08-cr-084-JTC-1 : DONNA RENEE GAMBLE

RESTITUTION

The defendant shall make restitution to the following person(s) in the following amounts:

Name of Payee

Amount of Restitution

Georgia Institute of Technology
Office of Legal Affairs
(Attn: Randy Nordin)

\$316,874.12

The restitution is due immediately.

1:08-cr-084-JTC-1 : DONNA RENEE GAMBLE

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of **THREE (3) YEARS**.

Within 72 hours of release from the custody of the Bureau of Prisons, the defendant shall report in person to the probation office in the district to which the defendant is released.

While on supervised release, the defendant shall not commit another federal, state, or local crime, shall comply with the standard conditions that have been adopted by this Court, and shall comply with the following additional conditions:

1. The defendant shall perform **250 hours** of community service as directed by the probation officer.
2. The defendant shall make a full and complete disclosure of finances and submit to an audit of financial documents, at the request of the United States Probation Officer.
3. The defendant shall make restitution payments from any wages she may earn in prison in accordance with the Bureau of Prisons Financial Responsibility Program.
4. The defendant shall make payments toward the unpaid balance of the restitution imposed by this order in accordance with the Sliding Scale for Payment of Monetary Penalties adopted by this Court, but in no event less than \$150 per month.
5. The defendant shall not incur new credit charges or open additional lines of credit without the approval of the probation officer and unless the defendant is in compliance with the installment payment schedule.
6. The defendant shall not own, possess or have under his control any firearm, dangerous weapon or other destructive device.
7. The defendant shall submit to any reasonable search of his person, property (real, personal, or rental), residence, office, and/or vehicle(s), at a reasonable time and in a reasonable manner, based upon reasonable suspicion of contraband or evidence of a violation of a condition of release; failure to submit to a search may be grounds for revocation; the defendant shall warn any other residents that the premises may be subject to searches pursuant to this condition.
8. Pursuant to 42 U.S.C. §14135a(d)(1) and 10 U.S.C. §1565(d), which requires mandatory DNA testing for federal offenders convicted of felony offenses, the defendant shall cooperate in the collection of DNA as directed by the probation officer.

1:08-cr-084-JTC-1 : DONNA RENEE GAMBLE

STANDARD CONDITIONS OF SUPERVISION

While the defendant is on supervised release pursuant to this judgment, the defendant shall not commit another federal, state or local crime. In addition:

1. The defendant shall not leave the judicial district without the permission of the court or probation officer;
2. The defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month;
3. The defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
4. The defendant shall support his or her dependents and meet other family responsibilities;
5. The defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
6. The defendant shall notify the probation officer within 72 hours of any change in residence or employment;
7. The defendant shall refrain from the excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician, and shall submit to periodic urinalysis tests as directed by the probation officer to determine the use of any controlled substance;
8. The defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
9. The defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
10. The defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;
11. The defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;
12. The defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
13. As directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

NATIONAL SCIENCE FOUNDATION

4201 WILSON BOULEVARD
ARLINGTON, VIRGINIA 22230



OFFICE OF THE
DEPUTY DIRECTOR

JUN 17 2009

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Donna Gamble
Coleman Medium FCI
P.O. Box 1032
Coleman, FL 33521

Re: Debarment

Dear Ms. Gamble:

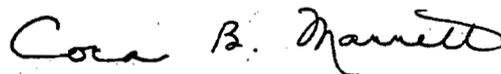
On March 17, 2009, the National Science Foundation (“NSF”) sent you a Notice of Proposed Debarment in which NSF proposed to debar you from directly or indirectly obtaining the benefits of Federal grants for five years. The Notice sets forth in detail the circumstances giving rise to NSF’s decision to propose your debarment. Specifically, NSF indicated in the Notice that the proposed debarment is based upon your conviction for multiple counts of mail fraud and theft from an organization receiving Federal funds. In that Notice, NSF provided you with thirty days to respond to the proposed debarment.

Over thirty days have elapsed and NSF has not received a response. Accordingly, you are debarred until March 17, 2014. Debarment precludes you from receiving Federal financial and non-financial assistance and benefits under non-procurement Federal programs and activities unless an agency head or authorized designee makes a determination to grant an exception in accordance with 2 CFR Section 180.135. Non-procurement transactions include grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, and donation agreements.

In addition, you are prohibited from receiving Federal contracts or approved subcontracts under the Federal Acquisition Regulations (“FAR”) at 48 CFR Subpart 9.4 for the period of this debarment. 2 CFR Section 180.170. During the debarment period, you may not have supervisory responsibility, primary management, substantive control over, or critical influence on, a grant, contract, or cooperative agreement with any agency of the Executive Branch of the Federal Government.

If you have any questions regarding the foregoing, please contact [REDACTED] Assistant General Counsel, National Science Foundation, Office of the General Counsel, 4201 Wilson Boulevard, Room 1265, Arlington, Virginia, 22230.

Sincerely,

A handwritten signature in cursive script that reads "Cora B. Marrett".

Cora B. Marrett
Acting Deputy Director
