

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

U.S. DISTRICT COURT
Southern District of Georgia
Filed in Open Court
10:16 a.m.
09/13/2018
Deputy Clerk

UNITED STATES OF AMERICA)

v.)

GLENN JENKINS)

CR: 118-033

PLEA AGREEMENT

Defendant Glenn Jenkins, represented by his counsel David M. Stewart, and the United States of America, represented by Assistant United States Attorney Brian T. Rafferty, have reached a plea agreement in this case. The terms and conditions of that agreement are as follows.

1. Guilty Plea

Defendant agrees to enter a plea of guilty to the lesser included offense of Count One of the Indictment, which charges a misdemeanor violation of 18 U.S.C. § 207(a)(1).

2. Elements and Factual Basis

The elements necessary to prove the lesser included offense charged in Count One are:

1. The defendant was formerly an officer or employee of the executive branch of the United States.
2. The defendant made a communication to or appearance before a department, agency, court, or court-martial of the United States with the intent to influence the department, agency, court, or court-martial.

3. The communication or appearance was on behalf of a person other than the United States.
4. The communication was in connection with a particular matter:
 - a. in which the United States is a party or has a direct and substantial interest;
 - b. in which the defendant participated personally and substantially as an officer or employee of the United States; and
 - c. which involved a specific party or parties at the time of the defendant's participation.
5. The defendant acted knowingly.

Defendant agrees that he is, in fact, guilty of this offense. He agrees to the accuracy of the following facts, which satisfy each of the offense's required elements:

GLENN JENKINS, the defendant herein, served as an officer in the United States Army at Fort Gordon, Georgia. While serving at Fort Gordon, **JENKINS** participated personally and substantially in the drafting of required contracting documents for Training and Doctrine Command, Capability Manager, Networks and Services ("TCM N & S"). Jenkins dealt personally and substantially with a number of parties while at TCM N & S, including but not limited to Communications, Research, Engineering, and Consultants Group, LLC ("CREC Group").

By virtue of his personal and substantial involvement with certain contracting documents for the United States Army at TCM N & S, **JENKINS** was permanently prohibited from communicating or appearing on behalf of CREC Group to the United

States Army at TCM N & S, Fort Gordon, Georgia, regarding the specific contracting requirements that he personally and substantially worked on while employed by the United States Army.

JENKINS retired from the United States Army on October 31, 2014 at the rank of Lieutenant Colonel. From on or about November 2014, and continuing until on or about February 2015, in Richmond County, within the Southern District of Georgia, and elsewhere, **JENKINS**, after having terminated his employment with the executive branch of the United States government, that is the United States Army at TCM N & S, Fort Gordon, Georgia, did knowingly make, with intent to influence, one or more communications on behalf of CREC Group to persons employed with the United States Army at TCM N & S, Fort Gordon, Georgia, in connection with attempts by CREC Group to obtain contracts and perform work on behalf of TCM N & S, particular matters in which the United States Army was a party, and which the United States Army had a direct and substantial interest, and in which **JENKINS** had participated personally and substantially while he was employed as an Officer in the United States Army at TCM N & S, Fort Gordon, Georgia, and which involved a specific party or parties, namely CREC Group, at the time when **JENKINS** had participated personally and substantially while he was employed as an Officer in the United States Army at TCM N & S, Fort Gordon, Georgia.

3. Possible Sentence

Defendant's guilty plea will subject him to the following maximum possible sentence: 1 year imprisonment, 1 year supervised release, a \$100,000 fine, and such

restitution as may be ordered by the Court. The Court additionally must impose a \$25 special assessment per count of conviction.

4. Agreed Sentence

The government and Defendant agree that the applicable Sentencing Guidelines range for Defendant's offense is 0-6 months and that there is no restitution in this case. Accordingly, the government and Defendant agree that the appropriate sentence in this case is a term of probation, a fine of \$3,120, and a \$25 special assessment. Consequently, this plea is being offered to the Court pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure.

The Court may accept or reject this plea agreement. If the Court accepts this plea agreement, the Court must sentence Defendant in accordance with the disposition provided for in this plea agreement. If the Court rejects this plea agreement, the Court must allow the Defendant the opportunity to withdraw his plea and must advise the Defendant that if he persists in a guilty plea the disposition of the case may be less favorable to the Defendant than is contemplated by this plea agreement.

In light of the agreed-upon sentence above, provided the agreement is accepted by the Court, the parties waive the preparation of a pre-sentence investigation report and consent to the Court imposing the agreed-upon sentence at the same hearing at which Defendant pleads guilty.

5. Court's Use of Sentencing Guidelines

The Court is obligated to use the United States Sentencing Guidelines to calculate the applicable guideline range for Defendant's offense. The Sentencing Guidelines are advisory; the Court is not required to impose a sentence within the range those Guidelines suggest. The Court will consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), in determining the Defendant's sentence. The Sentencing Guidelines are based on all of Defendant's relevant conduct, pursuant to U.S.S.G. § 1B1.3, not just the conduct underlying the particular Count or Counts to which Defendant is pleading guilty.

6. Dismissal of Other Counts

At sentencing, the government will move to dismiss any other Counts of the Indictment that remain pending against Defendant.

7. Cooperation

a. Complete and Truthful Cooperation Required

Defendant must provide full, complete, candid, and truthful cooperation in the investigation and prosecution of the offenses charged in his Indictment and any related offenses. Defendant shall fully and truthfully disclose his knowledge of those offenses and shall fully and truthfully answer any question put to him by law enforcement officers about those offenses.

This agreement does not require Defendant to "make a case" against any particular person. His benefits under this agreement are conditioned only on his

cooperation and truthfulness, not on the outcome of any trial, grand jury, or other proceeding.

b. Motion for Reduction in Sentence Based on Cooperation

The government, in its **sole discretion**, will decide whether Defendant's cooperation qualifies as "substantial assistance" pursuant to U.S.S.G. § 5K1.1 or Fed. R. Crim. P. 35 and thereby warrants the filing of a motion for downward departure or reduction in Defendant's sentence. If such a motion is filed, the Court, in its sole discretion, will decide whether, and to what extent, Defendant's sentence should be reduced. The Court is not required to accept any recommendation by the government that the Defendant's sentence be reduced.

8. Financial Obligations and Agreements

a. Fine and Special Assessment

Defendant agrees to pay a fine in the amount of \$3,120. Defendant also agrees to pay a special assessment in the amount of \$25, payable to the Clerk of the United States District Court, which shall be due immediately at the time of sentencing.

b. Release of Appearance Bond

Defendant authorizes the Clerk of the United States District Court to release the funds posted as security for an appearance bond in this case to be applied to satisfy any of the financial obligations imposed by judgment of the Court in this case.

c. Required Financial Disclosures

By the date that Defendant enters a guilty plea, Defendant shall complete a financial disclosure form listing all his assets and financial interests, whether held

directly or indirectly, solely or jointly, in his name or in the name of another. Defendant shall sign the financial disclosure form under penalty of perjury and provide that form to the Financial Litigation Unit of the United States Attorney's Office and to the United States Probation Office. Defendant authorizes the United States to obtain credit reports on Defendant and to share the contents of those reports with the Court and the United States Probation Office. Defendant also authorizes the United States Attorney's Office to inspect and copy all financial documents and information held by the United States Probation Office.

d. Financial Examination

Defendant will submit to an examination under oath on the issue of his financial disclosures and assets if deemed necessary by the United States. Such examination will occur not later than 30 days after the entry of Defendant's guilty plea.

e. No Transfer of Assets

Defendant certifies that he has made no transfer of assets in contemplations of this prosecution for the purpose of evading or defeating financial obligations created by this Agreement or that may be imposed upon him by the Court at sentencing. Defendant promises that he will make no such transfers in the future.

f. Material Change in Circumstances

Defendant agrees to notify the United States of any material change in circumstances, as described in 18 U.S.C. § 3664(k), that occurs prior to sentencing in

this case. Such notification will be made within seven days of the event giving rise to the changed circumstances, and in no event later than the date of sentencing.

g. Enforcement

Any payment schedule imposed by the Court is without prejudice to the United States to take all actions and remedies available to it to collect the full amount of the financial obligations imposed by the judgment of the Court in this case. Defendant understands and agrees that the financial obligations imposed by the judgment of the Court in this case will be placed on the Treasury Offset Program so that any federal payment that Defendant receives may be offset and applied to the judgment debt without regard to or affecting any payment schedule imposed by the Court.

9. Waivers

a. Waiver of Appeal

Defendant entirely waives his right to a direct appeal of his conviction and sentence on any ground (including any argument that the statute to which the defendant is pleading guilty is unconstitutional or that the admitted conduct does not fall within the scope of the statute). The only exceptions are that the Defendant may file a direct appeal of his sentence if (1) the court enters a sentence above the statutory maximum, (2) the court enters a sentence above the advisory Sentencing Guidelines range found to apply by the court at sentencing; or (3) the Government appeals the sentence. Absent those exceptions, Defendant explicitly and irrevocably instructs his attorney not to file an appeal.

b. Waiver of Collateral Attack

Defendant entirely waives his right to collaterally attack his conviction and sentence on any ground and by any method, including but not limited to a 28 U.S.C. § 2255 motion. The only exception is that Defendant may collaterally attack his conviction and sentence based on a claim of ineffective assistance of counsel.

c. FOIA and Privacy Act Waiver

Defendant waives all rights, whether asserted directly or through a representative, to request or receive from any department or agency of the United States any record pertaining to the investigation or prosecution of this case under the authority of the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, and all subsequent amendments thereto.

10. Immediate and Permanent Debarment from Government Contracts

Defendant agrees to immediate and permanent voluntary exclusion from participation in government contracts pursuant to FAR 9.404.

11. Defendant's Rights

Defendant has the right to be represented by counsel, and if necessary have the court appoint counsel, at trial and at every other critical stage of the proceeding. Defendant possesses a number of rights which he will waive by pleading guilty, including: the right to plead not guilty, or having already so pleaded, to persist in that plea; the right to a jury trial; and the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

12. Satisfaction with Counsel

Defendant has had the benefit of legal counsel in negotiating this agreement. Defendant believes that his attorney has represented him faithfully, skillfully, and diligently, and he is completely satisfied with the legal advice given and the work performed by his attorney.

13. Breach of Plea Agreement


If Defendant fails to plead guilty, withdraws or attempts to withdraw his guilty plea, commits any new criminal conduct following the execution of this agreement, or otherwise breaches this agreement, the government is released from all of its agreements regarding Defendant's sentence, including any agreements regarding the calculation of Defendant's advisory Sentencing Guidelines. In addition, the government may declare the plea agreement null and void, reinstate any counts that may have been dismissed pursuant to the plea agreement, and/or file new charges against Defendant that might otherwise be barred by this plea agreement. Defendant waives any statute-of-limitations or speedy trial defense to prosecutions reinstated or commenced under this paragraph.

14. Entire Agreement

This agreement contains the entire agreement between the government and Defendant.

BOBBY L. CHRISTINE
UNITED STATES ATTORNEY

Date



Brian T. Rafferty
New York Bar No. 2809440
Chief, Criminal Division

I have read and carefully reviewed this agreement with my attorney. I understand each provision of this agreement, and I voluntarily agree to it. I hereby stipulate that the factual basis set out therein is true and accurate in every respect.

10 Sep 18
Date


Glenn Jenkins

I have fully explained to Defendant all of his rights, and I have carefully reviewed each and every part of this agreement with him. I believe that he fully and completely understands it, and that his decision to enter into this agreement is an informed, intelligent, and voluntary one.

9/10/18
Date


David M. Stewart

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
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ORDER

The aforesaid Plea Agreement, having been considered by the Court in conjunction with the interrogation by the Court of the defendant and the defendant's attorney at a hearing on the defendant's motion to change his plea and the Court finding that the plea of guilty is made freely, voluntarily and knowingly, it is thereupon,

ORDERED that the plea of guilty by defendant be, and it is, hereby accepted and the foregoing Plea Agreement be, and it is, hereby ratified and confirmed.

This 13th day of September 2018.



J. RANDALL HALL
JUDGE, UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA