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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 MARY JEAN HASTINGS,

16 Defendant.

No. CR 17-00261-GW

PLEA AGREEMENT FOR DEFENDANT
MARY JEAN HASTINGS

17
18 1. This constitutes the plea agreement between MARY JEAN
19 HASTINGS ("defendant") and the United States Attorney's Office for
20 the Central District of California (the "USAO") in the above-
21 captioned case. This agreement is limited to the USAO and cannot
22 bind any other federal, state, local, or foreign prosecuting,
23 enforcement, administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to count one of the
28 indictment in United States v. Mary Jean Hastings, CR No. CR 17-

amk

1 00261-GW, which charges defendant with Receiving Compensation for
2 Representational Services in Matters Affecting the Government in
3 violation of 18 U.S.C. §§ 203(a)(1)(B), 216(a)(2).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered
8 for service of sentence, obey all conditions of any bond, and obey
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be
11 excluded for sentencing purposes under United States Sentencing
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
13 within the scope of this agreement.

14 f. Be truthful at all times with Pretrial Services, the
15 United States Probation Office, and the Court.

16 g. Pay the applicable special assessment at or before the
17 time of sentencing unless defendant lacks the ability to pay and
18 prior to sentencing submits a completed financial statement on a form
19 to be provided by the USAO.

20 h. Not seek the discharge of any restitution obligation,
21 in whole or in part, in any present or future bankruptcy proceeding.

22 THE USAO'S OBLIGATIONS

23 3. The USAO agrees to:

24 a. Not contest facts agreed to in this agreement.

25 b. Abide by all agreements regarding sentencing contained
26 in this agreement.

27 c. At the time of sentencing, move to dismiss the
28 remaining count of the indictment as against defendant. Defendant

1 agrees, however, that at the time of sentencing the Court may
2 consider any dismissed charges in determining the applicable
3 Sentencing Guidelines range, the propriety and extent of any
4 departure from that range, and the sentence to be imposed.

5 d. At the time of sentencing, provided that defendant
6 demonstrates an acceptance of responsibility for the offense up to
7 and including the time of sentencing, recommend a two-level reduction
8 in the applicable Sentencing Guidelines offense level, pursuant to
9 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
10 additional one-level reduction if available under that section.

11 NATURE OF THE OFFENSE

12 4. Defendant understands that for defendant to be guilty of
13 the crime charged in count one, that is, Receiving Compensation for
14 Representational Services in Matters Affecting the Government, in
15 violation of Title 18, United States Code, Sections 203(a)(1)(B),
16 216(a)(2), the following must be true:

17 a. Defendant was an employee of a department or agency of
18 the United States;

19 b. Defendant knowingly, willfully, and directly received
20 compensation otherwise than as provided by law for the proper
21 discharge of official duties;

22 c. The compensation was for representational services
23 rendered personally by defendant at a time when defendant was an
24 employee of a department or agency of the United States; and

25 d. The representational services were provided in
26 relation to a contract in which the United States was a party, before
27 a department or agency of the United States.

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PENALTIES AND RESTITUTION

5. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Sections 203(a)(1)(B), 216(a)(2), is: five years' imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

6. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

7. Defendant agrees to make full restitution to the victim(s) of the offense to which defendant is pleading guilty. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victim(s) of the offense to which defendant is pleading guilty and in amounts greater than those alleged in the count to which defendant is pleading guilty. In particular, defendant agrees that the Court may order restitution to any victim of any of the following for any losses suffered by that victim as a result: (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with the offense to which defendant is pleading guilty; and (b) any count dismissed pursuant to this agreement as well as all

1 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
2 that count. The parties currently believe that the applicable amount
3 of restitution is approximately \$354,499, but recognize and agree
4 that this amount could change based on facts that come to the
5 attention of the parties prior to sentencing.

6 8. Defendant understands that, by pleading guilty, defendant
7 may be giving up valuable government benefits and valuable civic
8 rights, such as the right to vote, the right to possess a firearm,
9 the right to hold office, and the right to serve on a jury.

10 Defendant understands that once the court accepts defendant's guilty
11 plea, it will be a federal felony for defendant to possess a firearm
12 or ammunition. Defendant understands that the conviction in this
13 case may also subject defendant to various other collateral
14 consequences, including but not limited to revocation of probation,
15 parole, or supervised release in another case and suspension or
16 revocation of a professional license. Defendant understands that
17 unanticipated collateral consequences will not serve as grounds to
18 withdraw defendant's guilty plea.

19 9. Defendant understands that, if defendant is not a United
20 States citizen, the felony conviction in this case may subject
21 defendant to: removal, also known as deportation, which may, under
22 some circumstances, be mandatory; denial of citizenship; and denial
23 of admission to the United States in the future. The court cannot,
24 and defendant's attorney also may not be able to, advise defendant
25 fully regarding the immigration consequences of the felony conviction
26 in this case. Defendant understands that unexpected immigration
27 consequences will not serve as grounds to withdraw defendant's guilty
28 plea.

FACTUAL BASIS

10. Defendant admits that defendant is, in fact, guilty of the offense to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support a plea of guilty to the charge described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 12 below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

Beginning on or about May 19, 2011, and continuing through on or about May 9, 2014, in San Bernardino County, within the Central District of California, defendant knowingly and willfully received compensation, other than as provided by law for the proper discharge of her official duties, for representational services personally rendered as an employee of Chenega Global Services, LLC ("Chenega"), as its Site Manager at Fort Irwin, in relation to a contract in which the Department of Defense ("DOD"), United States Army, was a party, at a time when she was an employee of an agency of the United States, namely, the DOD, United States Army.

Specifically, on August 31, 2010, the DOD awarded a Hazardous Materials Management Program ("HMMP") contract, W91238-10-D-0024, to Chenega. Pursuant to that contract, to which the United States was a party, Chenega provided worldwide services to DOD installations in the handling and management of hazardous material and hazardous waste. DOD issued individual task orders under the HMMP contract to address the needs of various DOD installations. Services to Fort Irwin, a United States Army Base located in San Bernardino County,

1 California, were funded under task orders 9, 11, 20, 22, 30, 33, 37,
2 and 42. The cost of these services totaled approximately \$6,700,000.

3 Beginning on January 15, 2011, and continuing through the
4 present, the United States Army employed defendant as a civilian
5 assigned to the Directorate of Public Works, Environmental Division,
6 at Fort Irwin, at a beginning salary of \$86,863 per year. As a
7 government employee, defendant was responsible for managing and
8 overseeing environmental compliance at Fort Irwin, including the
9 management of hazardous waste and hazardous materials. In that
10 capacity, defendant received government pricing schedules. Defendant
11 was personally and substantially involved in preparing task orders
12 under the HMMP contract, preparing the government's scope of work,
13 and reviewing Chenega proposals. Defendant held the government
14 positions of Compliance Branch Program Manager on Task Order 22 dated
15 May 7, 2012, and Compliance Branch Chief on Task Order 30 dated
16 September 28, 2012.

17 Beginning on May 19, 2011, and continuing through May 9, 2014,
18 defendant was employed simultaneously by Chenega as its Site Manager
19 for the HMMP contract at Fort Irwin, with a beginning salary of
20 \$95,000 per year. In that capacity, defendant was involved in
21 preparing Chenega proposals to the government. In addition,
22 defendant supervised approximately a dozen employees who worked for
23 Chenega at Fort Irwin, all of whom performed labor in connection with
24 the HMMP contract.

25 Defendant knowingly, willfully, and directly received
26 compensation from Chenega for representational services rendered
27 personally by defendant in relation to the HMMP contract. Indeed,
28 defendant attempted to conceal her employment with the government

1 from Chenega personnel. Similarly, defendant attempted to conceal
2 her employment with Chenega from government personnel.

3 Defendant personally and financially benefited from her dual
4 employment. During the period May 19, 2011 through May 9, 2014, the
5 government issued approximately \$354,499 in government salary and
6 benefits to defendant, which it would not have paid had it known
7 about defendant's dual employment. In addition, defendant
8 financially benefited Chenega because, as she well knew, Chenega
9 included profit margins on labor cost proposals presented to the
10 government as a basis for the firm fixed price task orders issued
11 under the HMMP contract. Consequently, the government suffered
12 financial losses not only for the salary and benefits it paid to
13 defendant for her work as a government employee, but also when it
14 paid Chenega under the terms of the HMMP contract and related task
15 orders. The cost of defendant's position with Chenega, including her
16 salary and benefits, plus a profit margin for the Chenega, was
17 included in cost estimates prepared by Chenega that, in turn, had a
18 direct and material impact on the firm fixed prices of the HMMP
19 contract task orders. The total amount allotted to defendant's
20 salary and benefits, plus a profit margin to Chenega that ranged from
21 eight to ten percent per task order, totaled approximately
22 \$1,014,588. Had the government known of defendant's employment, it
23 would not have paid this amount to Chenega in accordance with the
24 firm fixed price task orders.

25 SENTENCING FACTORS

26 11. Defendant understands that in determining defendant's
27 sentence the Court is required to calculate the applicable Sentencing
28 Guidelines range and to consider that range, possible departures

under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

12. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level: 6 U.S.S.G. § 2C1.3(a)

Actual Harm to the Government +4 U.S.S.G. § 2C1.3(b)(1)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate.

13. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

14. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

a. The right to persist in a plea of not guilty.

b. The right to a speedy and public trial by jury.

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1 c. The right to be represented by counsel -- and if
2 necessary have the court appoint counsel -- at trial. Defendant
3 understands, however, that, defendant retains the right to be
4 represented by counsel -- and if necessary have the court appoint
5 counsel -- at every other stage of the proceeding.

6 d. The right to be presumed innocent and to have the
7 burden of proof placed on the government to prove defendant guilty
8 beyond a reasonable doubt.

9 e. The right to confront and cross-examine witnesses
10 against defendant.

11 f. The right to testify and to present evidence in
12 opposition to the charges, including the right to compel the
13 attendance of witnesses to testify.

14 g. The right not to be compelled to testify, and, if
15 defendant chose not to testify or present evidence, to have that
16 choice not be used against defendant.

17 16. Any and all rights to pursue any affirmative defenses,
18 Fourth Amendment or Fifth Amendment claims, and other pretrial
19 motions that have been filed or could be filed.

20 WAIVER OF APPEAL OF CONVICTION

21 17. Defendant understands that, with the exception of an appeal
22 based on a claim that defendant's guilty plea was involuntary, by
23 pleading guilty defendant is waiving and giving up any right to
24 appeal defendant's conviction on the offense to which defendant is
25 pleading guilty. Defendant understands that this waiver includes,
26 but is not limited to, arguments that the statute to which defendant
27 is pleading guilty is unconstitutional, and any and all claims that
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1 the statement of facts provided herein is insufficient to support
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 18. Defendant agrees that, provided the Court imposes a term of
5 imprisonment within or below the range corresponding to an offense
6 level of 8 and the criminal history category calculated by the Court,
7 defendant gives up the right to appeal all of the following: (a) the
8 procedures and calculations used to determine and impose any portion
9 of the sentence; (b) the term of imprisonment imposed by the Court;
10 (c) the fine imposed by the court, provided it is within the
11 statutory maximum; (d) to the extent permitted by law, the
12 constitutionality or legality of defendant's sentence, provided it is
13 within the statutory maximum; (e) the amount and terms of any
14 restitution order, provided it requires payment of no more than
15 \$354,499; (f) the term of probation or supervised release imposed by
16 the Court, provided it is within the statutory maximum; and (g) any
17 of the following conditions of probation or supervised release
18 imposed by the Court: the conditions set forth in General Orders 318,
19 01-05, and/or 05-02 of this Court; the drug testing conditions
20 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
21 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

22 19. The USAO agrees that, provided (a) all portions of the
23 sentence are at or below the statutory maximum specified above and
24 (b) the Court imposes a term of imprisonment within or above the
25 range corresponding to an offense level of 8 and the criminal history
26 category calculated by the Court, the USAO gives up its right to
27 appeal any portion of the sentence, with the exception that the USAO
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1 reserves the right to appeal the following: the amount of restitution
2 ordered if that amount is less than \$354,499.

3 RESULT OF WITHDRAWAL OF GUILTY PLEA

4 20. Defendant agrees that if, after entering a guilty plea
5 pursuant to this agreement, defendant seeks to withdraw and succeeds
6 in withdrawing defendant's guilty plea on any basis other than a
7 claim and finding that entry into this plea agreement was
8 involuntary, then (a) the USAO will be relieved of all of its
9 obligations under this agreement; and (b) should the USAO choose to
10 pursue any charge that was either dismissed or not filed as a result
11 of this agreement, then (i) any applicable statute of limitations
12 will be tolled between the date of defendant's signing of this
13 agreement and the filing commencing any such action; and
14 (ii) defendant waives and gives up all defenses based on the statute
15 of limitations, any claim of pre-indictment delay, or any speedy
16 trial claim with respect to any such action, except to the extent
17 that such defenses existed as of the date of defendant's signing this
18 agreement.

19 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

20 21. Defendant agrees that if the count of conviction is
21 vacated, reversed, or set aside, both the USAO and defendant will be
22 released from all their obligations under this agreement.

23 EFFECTIVE DATE OF AGREEMENT

24 22. This agreement is effective upon signature and execution of
25 all required certifications by defendant, defendant's counsel, and an
26 Assistant United States Attorney.

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BREACH OF AGREEMENT

23. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

24. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

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1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

12 COURT AND PROBATION OFFICE NOT PARTIES

13 25. Defendant understands that the Court and the United States
14 Probation Office are not parties to this agreement and need not
15 accept any of the USAO's sentencing recommendations or the parties'
16 agreements to facts or sentencing factors.

17 26. Defendant understands that both defendant and the USAO are
18 free to: (a) supplement the facts by supplying relevant information
19 to the United States Probation Office and the Court, (b) correct any
20 and all factual misstatements relating to the Court's Sentencing
21 Guidelines calculations and determination of sentence, and (c) argue
22 on appeal and collateral review that the Court's Sentencing
23 Guidelines calculations and the sentence it chooses to impose are not
24 error, although each party agrees to maintain its view that the
25 calculations in paragraph 12 are consistent with the facts of this
26 case. While this paragraph permits both the USAO and defendant to
27 submit full and complete factual information to the United States
28 Probation Office and the Court, even if that factual information may

1 be viewed as inconsistent with the facts agreed to in this agreement,
2 this paragraph does not affect defendant's and the USAO's obligations
3 not to contest the facts agreed to in this agreement.

4 27. Defendant understands that even if the Court ignores any
5 sentencing recommendation, finds facts or reaches conclusions
6 different from those agreed to, and/or imposes any sentence up to the
7 maximum established by statute, defendant cannot, for that reason,
8 withdraw defendant's guilty plea, and defendant will remain bound to
9 fulfill all defendant's obligations under this agreement. Defendant
10 understands that no one -- not the prosecutor, defendant's attorney,
11 or the Court -- can make a binding prediction or promise regarding
12 the sentence defendant will receive, except that it will be within
13 the statutory maximum.

14 NO ADDITIONAL AGREEMENTS

15 28. Defendant understands that, except as set forth herein,
16 there are no promises, understandings, or agreements between the USAO
17 and defendant or defendant's attorney, and that no additional
18 promise, understanding, or agreement may be entered into unless in a
19 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

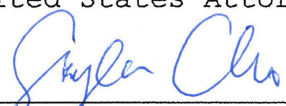
29. The parties agree that this agreement will be considered

part of the record of defendant's guilty plea hearing as if the
entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

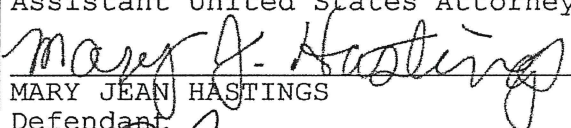
UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

NICOLA T. HANNA
United States Attorney



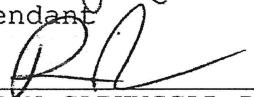
SKYLER F. CHO
Assistant United States Attorney

October 10, 2018
Date



MARY JEAN HASTINGS
Defendant

9 Oct 2018
Date




RICSON CABUNGCAL DAKANAY
Attorney for Defendant
MARY JEAN HASTINGS

10/10/18
Date

CERTIFICATION OF DEFENDANT

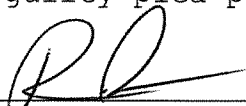
I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.


MARY JEAN HASTINGS
Defendant


Date

1 CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am MARY JEAN HASTINGS's attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of her rights, of possible
5 pretrial motions that might be filed, of possible defenses that might
6 be asserted either prior to or at trial, of the sentencing factors
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
8 provisions, and of the consequences of entering into this agreement.
9 To my knowledge: no promises, inducements, or representations of any
10 kind have been made to my client other than those contained in this
11 agreement; no one has threatened or forced my client in any way to
12 enter into this agreement; my client's decision to enter into this
13 agreement is an informed and voluntary one; and the factual basis set
14 forth in this agreement is sufficient to support my client's entry of
15 a guilty plea pursuant to this agreement.

16 
17 _____
18 RICSON CABUNGCAL DAKANAY
Attorney for Defendant
MARY JEAN HASTINGS

10/10/18

Date