U.S. Department of Justice

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May 5, 2016

BY ELECTRONIC MAIL

Danny Onorato, Esq.
Schertler & Onorato, LLP
575 7th Street, NW
Suite 300 South
Washington, D.C. 20004

Re: United States v. Nathaniel Wright,
Criminal No. [~~To Be Assigned~~] TDC-16-0269

Dear Mr. Onorato:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the Defendant by the United States Attorney's Office for the District of Maryland and the Public Integrity Section of the Criminal Division, United States Department of Justice ("this Office"). If the Defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by **May 20, 2016, at 5:00 p.m.**, it will be deemed withdrawn. The terms of the agreement are as follows:

Offense of Conviction

1. The Defendant agrees to plead guilty to the sole count of an Information to be filed against him, which will charge him with False Statements, in violation of 18 U.S.C. § 1001. The Defendant admits that he is, in fact, guilty of this offense and will so advise the Court.

Elements of the Offense

2. The elements of the offense to which the Defendant has agreed to plead guilty, and to which this Office would prove if the case went to trial, are as follows:

False Statements

(1) the Defendant made a materially false, fictitious, or fraudulent statement or representation;

(2) the Defendant did so knowingly and willfully; and

(3) the statement or representation was about a matter within the executive, legislative, or judicial branch of the Government of the United States.

Penalties

3. The maximum penalties provided by statute for the offense to which the Defendant is pleading guilty is the following: Count One (False Statements): Five years imprisonment, three years of supervised release, and a $250,000 fine. In addition, the Defendant must pay $100 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. This Court may also order him to make restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664.[1] If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise. The Defendant understands that if he serves a term of imprisonment, is released on supervised release, and then violates the conditions of his supervised release, his supervised release could be revoked - even on the last day of the term - and the Defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The Defendant understands that the Bureau of Prisons has sole discretion in designating the institution at which the Defendant will serve any term of imprisonment imposed.

Waiver of Rights

4. The Defendant understands that by entering into this agreement, he surrenders certain rights as outlined below:

a. If the Defendant had persisted in his plea of not guilty, he would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily.

[1] Pursuant to 18 U.S.C. § 3612, if the Court imposes a fine in excess of $2,500 that remains unpaid 15 days after it is imposed, the Defendant shall be charged interest on that fine, unless the Court modifies the interest payment in accordance with 18 U.S.C. § 3612(f)(3).

All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the Government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the Government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in his defense, however, he would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in his own defense if he so chose, and he would have the right to refuse to testify. If he chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from his decision not to testify.

e. If the Defendant were found guilty after a trial, he would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges against him. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that he may have to answer the Court's questions both about the rights he is giving up and about the facts of his case. Any statements the Defendant makes during such a hearing would not be admissible against him during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find him guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status. The Defendant recognizes that if he is not a citizen of the United States, pleading guilty may have consequences with respect to his immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including his attorney or the Court, can predict with certainty the effect of a conviction on immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any potential immigration consequences.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto, which this Office would prove beyond a reasonable doubt, and to the following applicable sentencing guidelines factors:

a. The base offense level is **6**, pursuant to United States Sentencing Guidelines ("U.S.S.G.") § 2B1.1.

b. This Office does not oppose a **2**-level reduction in the Defendant's adjusted offense level, based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for his criminal conduct. Because the Defendant's adjusted offense level is below offense level 16, the Defendant is not eligible for further reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(b). This Office may oppose *any* adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about his involvement in the offense; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this Plea Agreement and the date of sentencing; or (g) attempts to withdraw his plea of guilty. If the Defendant obtains a **2**-level reduction, the final offense level will be **4**.

7. The Defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his offense level if he is a Career Offender or if the instant offense was a part of a pattern of criminal conduct from which he derived a substantial portion of his income.

8. This Office and the Defendant agree that, with respect to the calculation of the advisory guidelines range, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute, except that the Defendant reserves the right to argue for a downward departure pursuant to U.S.S.G. § 5H1.4 (Physical Condition). If the Defendant intends to argue for any factor that could take the sentence outside of the advisory guidelines range, he will notify the Court, the United States Probation Officer and government counsel at least 14 days in advance of sentencing of the facts or issues he intends to raise.

Obligations of the United States Attorney's Office

9. At the time of sentencing, this Office will recommend a reasonable sentence.

10. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the Defendant's background, character and conduct.

Obligations of the Defendant

11. As a condition of this agreement, the Defendant agrees that he will resign his position at NASA on or before the date of his plea hearing.

Waiver of Appeal

12. In exchange for the concessions made by this Office and the Defendant in this plea agreement, this Office and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or otherwise, to appeal the Defendant's conviction;

b. The Defendant and this Office knowingly waive all right, pursuant to 18 U.S.C. § 3742 or otherwise, to appeal whatever sentence is imposed (including the right to appeal any issues that relate to the establishment of the advisory guidelines range, the determination of the Defendant's criminal history, the weighing of the sentencing factors, and the decision whether to impose and the calculation of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release), except as follows: the Defendant reserves the right to appeal any term of imprisonment to the extent that it exceeds imprisonment in the range provided for by offense level **6**.

c. Nothing in this agreement shall be construed to prevent the Defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), or from appealing from any decision thereunder, should a sentence be imposed that resulted from arithmetical, technical, or other clear error.

d. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Obstruction or Other Violations of Law

13. The Defendant agrees that he will not commit any offense in violation of federal, state or local law between the date of this agreement and his sentencing in this case. In the event that the Defendant (i) engages in conduct after the date of this agreement which would

justify a finding of obstruction of justice under U.S.S.G. § 3C1.1, or (ii) fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the Presentence Report, or (iii) commits any offense in violation of federal, state or local law, then this Office will be relieved of its obligations to the Defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines factors other than those stipulated in this agreement, and it will also be free to make sentencing recommendations other than those set out in this agreement. As with any alleged breach of this agreement, this Office will bear the burden of convincing the Court of the Defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the evidence. The Defendant acknowledges that he may not withdraw his guilty plea because this Office is relieved of its obligations under the agreement pursuant to this paragraph.

Court Not a Party

14. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the Defendant understands that neither the United States Probation Office nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The Defendant understands that the Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation, and any other relevant information. The Defendant understands that the Court is under no obligation to accept this Office's recommendations, and the Court has the power to impose a sentence up to and including the statutory maximum stated above. The Defendant understands that if the Court ascertains factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the Defendant cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. The Defendant understands that neither the prosecutor, his counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

Entire Agreement

15. This letter supersedes any prior understandings, promises, or conditions between this Office and the Defendant and, together with the Sealed Supplement, constitutes the complete plea agreement in this case. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and this Office

other than those set forth in this letter and the Sealed Supplement and none will be entered into unless in writing and signed by all parties.

If the Defendant fully accepts each and every term and condition of this agreement, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

Rod J. Rosenstein
United States Attorney

By: _____
Thomas M. Sullivan
Assistant United States Attorney

~~Raymond N. Hulser~~ AnnaLou Tirol
Acting Chief, Public Integrity Section

By: _____
~~Kevin Driscoll~~ Victor R. Salgado
Trial Attorney
Public Integrity Section
Criminal Division
United States Department of Justice
1400 New York Ave, N.W., 12th Floor
Washington, D.C. 20530
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I have read this agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

10/05/16
Date

Nathaniel Wright

I am Nathaniel Wright's attorney. I have carefully reviewed every part of this agreement, including the Sealed Supplement, with him. He advises me that he understands and accepts its terms. To my knowledge, his decision to enter into this agreement is an informed and voluntary one

10-5-16
Date

Danny Onorato, Esq.

ATTACHMENT A:
STIPULATED FACTS – UNITED STATES v. NATHANIEL WRIGHT

If this matter had proceeded to trial, the Government would have proven the following beyond a reasonable doubt. The parties agree that the following facts do not encompass all of the facts that would have been proven had this matter proceeded to trial.

On or about October 23, 2012, **NATHANIEL WRIGHT** ("**WRIGHT**"), knowingly and willfully made materially false, fictitious and fraudulent statements to members of the Office of the Inspector General ("OIG") of the National Aeronautics and Space Administration ("NASA"), about a matter within the jurisdiction of the executive branch of the Government of the United States.

I. Introduction

The National Aeronautics and Space Administration ("NASA") is an agency of the United States Government responsible for the administration of the civilian space program. One of the largest departments within NASA is NASA's Goddard Space Flight Center, located in Greenbelt, Maryland. From at least 1986 through the present, **WRIGHT** was an employee of NASA. During all relevant times, **WRIGHT**'s duty station was Goddard. Company A, an entity whose identity is known to the Government, is a small business founded by Person 1, a personal acquaintance of **WRIGHT**'s whose identity is also known to the Government. Company A performed work for several government agencies, but had never done any work for NASA. In late 2009 and early 2010, while still employed full-time at NASA, **WRIGHT** also worked as a contract employee of Company A, assisting the company in the preparation and submission of bids to other government agencies.

From approximately 2009 through 2012, **WRIGHT**'s official duties included significant responsibilities with respect to three different NASA contracts: (1) the Near-Earth Network Systems ("NENS") contract; (2) the Space Communications and Network Systems ("SCNS") contract; and (3) the Ground Systems and Mission Operations ("GSMO") contract.

Each of the three contracts at issue had two basic components: the core contract functions and so-called indefinite delivery, indefinite quantity ("IDIQ") tasks, which are add-on contracts that can be assigned to the contractor by NASA on an as-needed basis, provided the task falls within the general scope of the broader contract. Contracts like the NENS, SCNS and GSMO contracts have dozens of task orders attached to them, and those task orders are often formally modified after the contract is awarded, to account for changes in the requirements of the task as determined by NASA.

For each task order, a NASA "Task Monitor" is responsible for determining the requirements of the task, evaluating the contractor's proposals, and (if the task is awarded) evaluating the contractor's performance of the task and conveying that assessment to the contracting officer's technical representative ("COTR"). The COTR serves as the principal liaison between NASA and the prime contractor and is responsible for, among other things,

monitoring and evaluating a contractor's performance on a contract. With respect to the NENS, SCNS and GSMO contracts, **WRIGHT** served as COTR or Task Monitor, or both.

The NENS contract—a five-year contract valued at nearly $800 million—was awarded by NASA to Company B, an entity whose identity is known to the Government, in 2003. Under the NENS contract, Company B and its subcontractor were responsible for supporting the space and ground satellite/computer networks managed out of NASA's Goddard Space Flight Center—networks that provided communications for NASA's earth-orbiting spacecraft, including the international space station, the Space Shuttle, and the Hubble telescope. From 2009 until the end of the contract in April 2011, **WRIGHT** was the COTR on the NENS contract.

The $1.2 billion SCNS contract was a successor contract to NENS that was awarded to Company C, an entity whose identity is known to the Government, in October 2008. Company B, which had unsuccessfully bid for the SCNS contract, protested the award to Company C, a dispute that was resolved, more than two years later, in Company C's favor.

In January 2011, a 90-day transition period from Company B (under the NENS contract) to Company C (under the new SCNS contract) began. Because of his experience as the COTR on NENS, **WRIGHT** was assigned by his NASA supervisor as the COTR for the transition from the NENS contract to the SCNS contract. In addition, **WRIGHT** was also a Task Monitor for one of the many tasks assigned by NASA to Company B under the auspices of the SCNS contract.

The GSMO contract, awarded to Company B in September 2011, is a five-year, $450 million contract under which Company B provides services for NASA's fleet of scientific research satellites. **WRIGHT** was not the COTR on this contract, but did successfully petition the COTR to issue a task order under this contract in early 2012 for which **WRIGHT** was the Task Monitor.

Through his roles as a COTR, Task Monitor, or both, **WRIGHT** had substantial influence over the contractors performing on the NENS, SCNS, and GSMO contracts.

II. WRIGHT's Official Actions

a. The Resume

On March 10, 2011, **WRIGHT** held a meeting in his office at the Goddard Space Flight Center with two Company C employees, whose identities are known to the Government. This meeting was a weekly occurrence as part of the transition from the NENS to the SCNS contract, and the meetings had been taking place at **WRIGHT**'s direction since January 2011. **WRIGHT** held these regular meetings in his capacity as the COTR during the transition period, a role he had been assigned by his NASA supervisor.

As part of this transition process, Company C had submitted proposals for nearly 50 task orders issued by NASA under the SCNS contract. Those task orders needed to be approved by early April 2011, or else Company C would be unable to bill the government for the work of the

employees assigned to those tasks, which would result in a financial loss to the company. The status of these task orders was one of the topics of discussion at the March 10, 2011 meeting.

Near the end of the March 10 meeting, **WRIGHT** handed a copy of his resume to one of the employees from Company C and told the employee he was looking for a position with Company C. When asked whether his provision of the resume amounted to a conflict of interest, **WRIGHT** told the Company C employee he did not believe there would be a conflict if he waited for Company C to consider a potential position prior to taking action on any task order.

b. The SCNS Task Order

On or about August 2, 2012, **WRIGHT** issued a statement of work ("SOW") to Company C for a modification to an existing task order on the SCNS contract. One month later, on or about September 7, 2012, **WRIGHT** met with two Company C employees, whose identities are also known to the Government, to discuss the SOW for the modification to the task order on the SCNS contract. In the course of this meeting, **WRIGHT** recommended to the Company C employees that they use Company A to perform a portion of the work on the task order, even though **WRIGHT** knew that Company A had no satellite communications experience.

Despite **WRIGHT**'s recommendation that they use Company A, on or about September 10, 2012, Company C submitted a draft proposal to **WRIGHT** for the task order that did not include Company A. On or about September 11, 2012, **WRIGHT** left a voicemail for one of the Company C employees questioning why Company A was not included in the proposal. On or about September 12, 2012, the two Company C employees again met with **WRIGHT** at **WRIGHT**'s NASA office to discuss the task order, and once again **WRIGHT** recommended that Company C use Company A to perform a portion of the work on the task order, knowing that Company A had never performed any work for NASA.

Later that same day, the two Company C employees informed their supervisor of **WRIGHT**'s insistence that Company A be included on the task order. Upon hearing this, the supervisor recalled that Person 1, the president and CEO of Company A, had twice accompanied **WRIGHT** as his guest at an annual NASA gala.

The Company C supervisor called **WRIGHT** on or about September 12, 2012, and during the call **WRIGHT** once again pressed for the inclusion of Company A on the task order. When the Company C supervisor questioned **WRIGHT** about the appearance of a conflict of interest, **WRIGHT** denied that there was any conflict and further denied that he was directing Company C to use Company A. **WRIGHT** nevertheless informed the Company C supervisor that there could be adverse consequences for Company C if the work on the task order was delayed, and further informed the supervisor that Company C's proposal on the task order was late.

Company C eventually brought their interactions with **WRIGHT** to the attention of his supervisors at NASA, who in turn referred the matter to the Office of Inspector General.

c. The GSMO Task Order

On or about September 6, 2012, **WRIGHT** met with an employee of Company B and informed him/her that he wanted to issue a modification to an existing task order on the GSMO contract, and that he wanted Company A to perform some of the work on the task order modification. Specifically, **WRIGHT** told the Company B employee that he/she had a particular person in mind to perform the work in question, and that he wanted Company B to bring that person on through Company A.

This initial attempt to bring Company A onto the GSMO contract failed when the individual **WRIGHT** identified decided that he/she did not want to work for Company A. **WRIGHT**, however, continued to press Company B to bring Company A onto the GSMO contract.

In or about October 2012, **WRIGHT** instructed an employee for Company B to include Company A in its proposal for the work on the GSMO task order modification, even though Company A had no expertise in the type of work called for under the contract. At **WRIGHT**'s suggestion, Company B submitted a proposal on the task order modification that included a document that justified Company A's involvement.

The modification to the task order—and the accompanying subcontract for Company A—were halted when Company B became aware of the OIG investigation described herein.

III. WRIGHT's Interview with NASA OIG

On or about October 1, 2012, NASA OIG opened an investigation into **WRIGHT**'s conduct. The investigation was a matter within the jurisdiction of the executive branch.

On or about October 23, 2012, in connection with its investigation, three NASA OIG special agents interviewed **WRIGHT** at Goddard Space Center. **WRIGHT** was advised that the interview was in connection with a NASA OIG investigation, and that the interview was voluntary. **WRIGHT** agreed to be interviewed.

In the course of the interview, **WRIGHT** was asked about his provision of his resume to employees of Company C. **WRIGHT** admitted that he provided an employee of Company C with a copy of his resume, but told the agents on multiple occasions that (1) he was not the COTR at the time he provided the resume to employees of Company C; (2) he never asked employees of Company C for a job, and (3) in fact it was the employee of Company C who asked **WRIGHT** for his resume. **WRIGHT** knew that these statements were false when he made them, and that they were material to the NASA OIG investigation.

During that same interview, **WRIGHT** was also asked about Company A, and specifically about his efforts to get Company A subcontract work on NASA contracts. In response to these questions, **WRIGHT** repeatedly denied that he ever recommended that Company C subcontract with Company A. **WRIGHT** knew that these statements were false when he made them, and that they were material to the OIG investigation.

WRIGHT's actions in furtherance of this offense, including but not limited to the acts described above, were done willfully, knowingly, with the specific intent to violate the law, and not because of accident, mistake, or innocent reason.

* * *

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

10-05-16
Date

Nathaniel Wright

I am Nathaniel Wright's attorney. I have carefully reviewed the statement of facts with him.

10-5-16
Date

Danny Onorato, Esq.