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8 Attorneys for Plaintiff  
 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 20-246-JGB

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT  
NIZAR FARHAT

14 v.

15 NIZAR FARHAT,

16 Defendant.

17  
 18 1. This constitutes the plea agreement between Nizar Farhat  
 19 ("defendant") and the United States Attorney's Office for the Central  
 20 District of California (the "USAO") in the above-captioned case.  
 21 This agreement is limited to the USAO and cannot bind any other  
 22 federal, state, local, or foreign prosecuting, enforcement,  
 23 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 counts one and two  
 28 of the indictment in United States v. Nizar Farhat, CR No. 20-246-

1 JGB, which charge defendant with Public Official Receiving Illegal  
2 Gratuity in violation of 18 U.S.C. § 201(c)(1)(B), and Public  
3 Official Receiving Compensation from Private Party for Government  
4 Services in violation of 18 U.S.C. §§ 209(a) and 216(a)(2).

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

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

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

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

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

17 g. Pay the applicable special assessments at or before  
18 the time of sentencing unless defendant has demonstrated a lack of  
19 ability to pay such assessments.

20 THE USAO'S OBLIGATIONS

21 3. The USAO agrees to:

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

23 b. Abide by all agreements regarding sentencing contained  
24 in this agreement.

25 c. At the time of sentencing, provided that defendant  
26 demonstrates an acceptance of responsibility for the offenses up to  
27 and including the time of sentencing, recommend a two-level reduction  
28 in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
2 additional one-level reduction if available under that section.

3 NATURE OF THE OFFENSES

4 4. Defendant understands that for defendant to be guilty of  
5 the crime charged in count one, that is, Public Official Receiving  
6 Illegal Gratuity, in violation of Title 18, United States Code,  
7 Section 201(c)(1)(B), the following must be true: (1) defendant was a  
8 public official; and (2) defendant received or agreed to receive  
9 something of value, specifically, money, personally for or because of  
10 an official act performed or to be performed by the defendant.

11 5. Defendant understands that for defendant to be guilty of  
12 the crime charged in count two, that is, Public Official Receiving  
13 Compensation from Private Party for Government Services, in violation  
14 of Title 18, United States Code, Sections 209(a) and 216(a)(2), the  
15 following must be true: (1) defendant was an officer or employee of  
16 the executive branch of the United States; (2) defendant received a  
17 payment or thing of value as salary, or contribution to or  
18 supplementation of salary; (3) the salary, contribution, or  
19 supplementation was for the defendant's service as an officer or  
20 employee of the executive branch of the United States; (4) the  
21 salary, contribution, or supplementation was from a source other than  
22 the United States Government, or a state or local government; and  
23 (5) defendant acted willfully.

24 PENALTIES

25 6. Defendant understands that the statutory maximum sentence  
26 that the Court can impose for a violation of Title 18, United States  
27 Code, Section 201(c)(1)(B) is: 5 years imprisonment; a 3-year period  
28 of supervised release; a fine of \$250,000 or twice the gross gain or

1 gross loss resulting from the offense, whichever is greatest; and a  
2 mandatory special assessment of \$100.

3 7. Defendant understands that the statutory maximum sentence  
4 that the Court can impose for a violation of Title 18, United States  
5 Code, Sections 209(a) and 216(a)(2) is: 5 years imprisonment; a 3-  
6 year period of supervised release; a fine of \$250,000 or twice the  
7 gross gain or gross loss resulting from the offense, whichever is  
8 greatest; and a mandatory special assessment of \$100.

9 8. Defendant understands, therefore, that the total maximum  
10 sentence for all offenses to which defendant is pleading guilty is:  
11 10 years imprisonment; a 3-year period of supervised release; a fine  
12 of \$500,000 or twice the gross gain or gross loss resulting from the  
13 offenses, whichever is greatest; and a mandatory special assessment  
14 of \$200.

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

24 10. Defendant understands that, by pleading guilty, defendant  
25 may be giving up valuable government benefits and valuable civic  
26 rights, such as the right to vote, the right to possess a firearm,  
27 the right to hold office, and the right to serve on a jury. Defendant  
28 understands that he is pleading guilty to a felony and that it is a

1 federal crime for a convicted felon to possess a firearm or  
2 ammunition. Defendant understands that the convictions in this case  
3 may also subject defendant to various other collateral consequences,  
4 including but not limited to revocation of probation, parole, or  
5 supervised release in another case and suspension or revocation of a  
6 professional license. Defendant understands that unanticipated  
7 collateral consequences will not serve as grounds to withdraw  
8 defendant's guilty pleas.

9 11. Defendant understands that, if defendant is not a United  
10 States citizen, the felony convictions in this case may subject  
11 defendant to: removal, also known as deportation, which may, under  
12 some circumstances, be mandatory; denial of citizenship; and denial  
13 of admission to the United States in the future. The Court cannot,  
14 and defendant's attorney also may not be able to, advise defendant  
15 fully regarding the immigration consequences of the felony  
16 convictions in this case. Defendant understands that unexpected  
17 immigration consequences will not serve as grounds to withdraw  
18 defendant's guilty pleas.

19 FACTUAL BASIS

20 12. Defendant admits that defendant is, in fact, guilty of the  
21 offenses to which defendant is agreeing to plead guilty. Defendant  
22 and the USAO agree to the statement of facts provided below and agree  
23 that this statement of facts is sufficient to support pleas of guilty  
24 to the charges described in this agreement and to establish the  
25 Sentencing Guidelines factors set forth in paragraph 14 below but is  
26 not meant to be a complete recitation of all facts relevant to the  
27 underlying criminal conduct or all facts known to either party that  
28 relate to that conduct.

1           Between November 2009 and at least February 2018, defendant  
2 worked for the Department of Defense as a Construction Manager based  
3 at the Marine Corps Air Ground Combat Center, Twentynine Palms Base,  
4 Twentynine Palms, California. In May 2013, a privately held  
5 construction company based in Massachusetts ("U.S. Company #1") was  
6 awarded a \$15 million contract by the United States Navy to construct  
7 an aircraft hangar and a telecommunications facility at the United  
8 States Navy Base at Camp Lemonnier, Djibouti City, Republic of  
9 Djibouti ("Camp Lemonnier"). Between June 2014 and December 2015,  
10 defendant was assigned a temporary duty to Camp Lemonnier to oversee,  
11 among other responsibilities, U.S. Company #1's construction of the  
12 aircraft hangar and telecommunications facility. In April 2016, the  
13 Department of Defense certified that U.S. Company #1 had completed  
14 the construction of the aircraft hangar and telecommunications  
15 facility at Camp Lemonnier. In April 2017, U.S. Company #1 submitted  
16 Requests for Equitable Adjustment ("REAs") to the Department of  
17 Defense, seeking approximately \$6.43 million in payments from the  
18 Department of Defense for additional costs U.S. Company #1 incurred  
19 during the construction of the aircraft hangar and telecommunications  
20 facility.

21           Beginning on or about December 18, 2015 and continuing until on  
22 or about October 25, 2017, in Riverside County, within the Central  
23 District of California, and elsewhere, defendant, a public official,  
24 otherwise than as provided by law for the proper discharge of  
25 official duties, directly and indirectly, corruptly demanded, sought,  
26 received, accepted, and agreed to receive and accept something of  
27 value personally, namely, \$22,000 in cash payments, described further  
28 below, in return for and because of official acts performed and to be

1 performed by defendant, namely: (1) recommending that the Department  
2 of Defense certify the completion of U.S. Company #1's projects at  
3 Camp Lemonnier; and (2) recommending that the Department of Defense  
4 approve and pay the REAs U.S. Company #1 submitted.

5 Beginning on or about December 20, 2015, and continuing until on  
6 or about April 14, 2017, in Riverside County, within the Central  
7 District of California, and elsewhere, defendant, being an officer  
8 and employee of the executive branch of the United States Government,  
9 that is a Construction Manager employed by the Department of Defense,  
10 knowingly and willfully received salary, and contribution to and  
11 supplementation of salary, from a source other than the United States  
12 Government, as compensation for defendant's services as an officer  
13 and employee of the executive branch of the United States Government,  
14 that is, approximately \$15,000 in cash payments, described further  
15 below, in exchange for providing advice and for drafting the REAs  
16 U.S. Company #1 submitted to the Department of Defense.

17 Defendant received the cash payments identified above on four  
18 separate occasions. He received the first payment on December 18,  
19 2015. On that date, defendant met with the President of U.S. Company  
20 #1 at a hotel in Las Vegas, Nevada and accepted at least \$15,000 in  
21 cash from the President of U.S. Company #1.

22 Defendant received the second payment on June 10, 2016. On that  
23 date, defendant met with the President and Vice President of U.S.  
24 Company #1 at a hotel in Las Vegas, Nevada. During the meeting,  
25 defendant reviewed drafts of the REAs and advised the U.S. Company #1  
26 representatives on how to revise them. Following that meeting,  
27 defendant accepted approximately \$10,000 in cash from the President  
28 of U.S. Company #1.

1           Between June and November 2016, defendant provided advice on  
2 multiple occasions by phone to employees of U.S. Company #1 as they  
3 continued to draft the REAs.

4           Defendant received the third payment on November 2, 2016. On  
5 that date, defendant met again with the President and Vice President  
6 of U.S. Company #1 at a hotel in Palm Springs, California. During  
7 the meeting, defendant reviewed revised drafts of the REAs and  
8 advised the U.S. Company #1 representatives on how to revise them.  
9 Following that meeting, defendant accepted approximately \$5,000 in  
10 cash from the President of U.S. Company #1.

11           U.S. Company #1 submitted the REAs in April 2017 and the  
12 Department of Defense began to review them in September 2017.  
13 Between September 13, 2017 and October 23, 2017, defendant  
14 participated in conference calls with other Department of Defense  
15 officials involved in the review of the REAs regarding the validity  
16 of the REAs, and provided written reports to those officials in which  
17 he recommended that they approve approximately \$4.17 million of the  
18 \$6.43 million that U.S. Company #1 had requested.

19           Defendant received the fourth payment on October 24, 2017. On  
20 that date, defendant met with the President and Vice President of  
21 U.S. Company #1 at a hotel in Las Vegas. During the meeting,  
22 defendant discussed the Department of Defense's review of the REAs  
23 and advised the President and Vice President of U.S. Company #1 that  
24 the Department of Defense would likely offer U.S. Company #1  
25 approximately \$4.2 million. Following that meeting, defendant  
26 accepted approximately \$7,000 in cash from the President of U.S.  
27 Company #1.

28



1 In November and December 2017, defendant sent additional emails  
2 to Department of Defense officials involved in the review of the REAs  
3 to encourage them to promptly offer to pay U.S. Company #1  
4 approximately \$4.17 million to resolve the REAs. Defendant did not  
5 disclose to the Department of Defense that he had participated in  
6 drafting the REAs or that he had accepted cash payments from U.S.  
7 Company #1.

8 SENTENCING FACTORS

9 13. Defendant understands that in determining defendant's  
10 sentence the Court is required to calculate the applicable Sentencing  
11 Guidelines range and to consider that range, possible departures  
12 under the Sentencing Guidelines, and the other sentencing factors set  
13 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
14 Sentencing Guidelines are advisory only, that defendant cannot have  
15 any expectation of receiving a sentence within the calculated  
16 Sentencing Guidelines range, and that after considering the  
17 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
18 be free to exercise its discretion to impose any sentence it finds  
19 appropriate up to the maximum set by statute for the crimes of  
20 conviction.

21 14. Defendant and the USAO agree to the following applicable  
22 Sentencing Guidelines factors:

23	Base Offense Level:	11	U.S.S.G. § 2C1.2(a)(1)
24	Specific Offense		
25	Characteristics		
26	Multiple Gratuities	+2	U.S.S.G. § 2C1.2(b)(1)
27	More than \$15,000	+4	U.S.S.G. § 2C1.2(b)(2)

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

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

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

10 WAIVER OF CONSTITUTIONAL RIGHTS

11 17. Defendant understands that by pleading guilty, defendant  
12 gives up the following rights:

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

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

15 c. The right to be represented by counsel -- and if  
16 necessary have the Court appoint counsel -- at trial. Defendant  
17 understands, however, that, defendant retains the right to be  
18 represented by counsel -- and if necessary have the Court appoint  
19 counsel -- at every other stage of the proceeding.

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

23 e. The right to confront and cross-examine witnesses  
24 against defendant.

25 f. The right to testify and to present evidence in  
26 opposition to the charges, including the right to compel the  
27 attendance of witnesses to testify.

28

1 g. The right not to be compelled to testify, and, if  
2 defendant chose not to testify or present evidence, to have that  
3 choice not be used against defendant.

4 h. Any and all rights to pursue any affirmative defenses,  
5 Fourth Amendment or Fifth Amendment claims, and other pretrial  
6 motions that have been filed or could be filed.

7 WAIVER OF APPEAL OF CONVICTION

8 18. Defendant understands that, with the exception of an appeal  
9 based on a claim that defendant's guilty pleas were involuntary, by  
10 pleading guilty defendant is waiving and giving up any right to  
11 appeal defendant's convictions on the offenses to which defendant is  
12 pleading guilty. Defendant understands that this waiver includes,  
13 but is not limited to, arguments that the statutes to which defendant  
14 is pleading guilty are unconstitutional, and any and all claims that  
15 the statement of facts provided herein is insufficient to support  
16 defendant's pleas of guilty.

17 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18 19. Defendant agrees that, provided the Court imposes a total  
19 term of imprisonment on all counts of conviction of no more than 21  
20 months, defendant gives up the right to appeal all of the following:  
21 (a) the procedures and calculations used to determine and impose any  
22 portion of the sentence; (b) the term of imprisonment imposed by the  
23 Court; (c) the fine imposed by the Court, provided it is within the  
24 statutory maximum; (d) to the extent permitted by law, the  
25 constitutionality or legality of defendant's sentence, provided it is  
26 within the statutory maximum; (f) the term of probation or supervised  
27 release imposed by the Court, provided it is within the statutory  
28 maximum; and (g) any of the following conditions of probation or

1 supervised release imposed by the Court: the conditions set forth in  
2 Second Amended General Order 20-04 of this Court; the drug testing  
3 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
4 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

5 20. The USAO agrees that, provided (a) all portions of the  
6 sentence are at or below the statutory maximum specified above and  
7 (b) the Court imposes a term of imprisonment of no less than 10  
8 months, the USAO gives up its right to appeal any portion of the  
9 sentence.

10 RESULT OF WITHDRAWAL OF GUILTY PLEA

11 21. Defendant agrees that if, after entering guilty pleas  
12 pursuant to this agreement, defendant seeks to withdraw and succeeds  
13 in withdrawing defendant's guilty pleas on any basis other than a  
14 claim and finding that entry into this plea agreement was  
15 involuntary, then the USAO will be relieved of all of its obligations  
16 under this agreement.

17 EFFECTIVE DATE OF AGREEMENT

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

21 BREACH OF AGREEMENT

22 23. Defendant agrees that if defendant, at any time after the  
23 signature of this agreement and execution of all required  
24 certifications by defendant, defendant's counsel, and an Assistant  
25 United States Attorney, knowingly violates or fails to perform any of  
26 defendant's obligations under this agreement ("a breach"), the USAO  
27 may declare this agreement breached. All of defendant's obligations  
28 are material, a single breach of this agreement is sufficient for the

1 USAO to declare a breach, and defendant shall not be deemed to have  
2 cured a breach without the express agreement of the USAO in writing.  
3 If the USAO declares this agreement breached, and the Court finds  
4 such a breach to have occurred, then: (a) if defendant has previously  
5 entered guilty pleas pursuant to this agreement, defendant will not  
6 be able to withdraw the guilty pleas, and (b) the USAO will be  
7 relieved of all its obligations under this agreement.

8 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

9 OFFICE NOT PARTIES

10 24. Defendant understands that the Court and the United States  
11 Probation and Pretrial Services Office are not parties to this  
12 agreement and need not accept any of the USAO's sentencing  
13 recommendations or the parties' agreements to facts or sentencing  
14 factors.

15 25. Defendant understands that both defendant and the USAO are  
16 free to: (a) supplement the facts by supplying relevant information  
17 to the United States Probation and Pretrial Services Office and the  
18 Court, (b) correct any and all factual misstatements relating to the  
19 Court's Sentencing Guidelines calculations and determination of  
20 sentence, and (c) argue on appeal and collateral review that the  
21 Court's Sentencing Guidelines calculations and the sentence it  
22 chooses to impose are not error, although each party agrees to  
23 maintain its view that the calculations in paragraph 14 are  
24 consistent with the facts of this case. While this paragraph permits  
25 both the USAO and defendant to submit full and complete factual  
26 information to the United States Probation and Pretrial Services  
27 Office and the Court, even if that factual information may be viewed  
28 as inconsistent with the facts agreed to in this agreement, this

1 paragraph does not affect defendant's and the USAO's obligations not  
2 to contest the facts agreed to in this agreement.

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

13 NO ADDITIONAL AGREEMENTS

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

19 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

20 28. The parties agree that this agreement will be considered

21 //

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

3 AGREED AND ACCEPTED

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

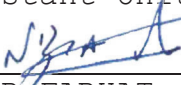
7 TRACY L. WILKISON  
8 Acting United States Attorney



5/24/21

9 DAVID T. RYAN  
10 Assistant United States Attorney

Date



5/21/2021

11 NIZAR FARHAT  
12 Defendant

Date



5/21/21

13 MEGHAN BLANCO  
14 Attorney for Defendant NIZAR FARHAT

Date

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CERTIFICATION OF DEFENDANT

1  
2 I have read this agreement in its entirety. I have had enough  
3 time to review and consider this agreement, and I have carefully and  
4 thoroughly discussed every part of it with my attorney. I understand  
5 the terms of this agreement, and I voluntarily agree to those terms.  
6 I have discussed the evidence with my attorney, and my attorney has  
7 advised me of my rights, of possible pretrial motions that might be  
8 filed, of possible defenses that might be asserted either prior to or  
9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
10 of relevant Sentencing Guidelines provisions, and of the consequences  
11 of entering into this agreement. No promises, inducements, or  
12 representations of any kind have been made to me other than those  
13 contained in this agreement. No one has threatened or forced me in  
14 any way to enter into this agreement. I am satisfied with the  
15 representation of my attorney in this matter, and I am pleading  
16 guilty because I am guilty of the charges and wish to take advantage  
17 of the promises set forth in this agreement, and not for any other  
18 reason.

19   
20 \_\_\_\_\_  
NIZAR FARHAT  
Defendant

5/21/2021

\_\_\_\_\_  
Date



CERTIFICATION OF DEFENDANT'S ATTORNEY

I am NIZAR FARHAT's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his 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. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.



5/21/21

\_\_\_\_\_  
MEGHAN BLANCO  
Attorney for Defendant NIZAR FARHAT

\_\_\_\_\_  
Date