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9 Attorneys for United States of America

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 UNITED STATES OF AMERICA,) NO. CR 14-499 RS
14 Plaintiff,) PLEA AGREEMENT
15 v.)
16 JEFFREY NEELY,)
17 Defendant.)

18
19 I, JEFFREY NEELY, and the United States Attorney's Office for the Northern District of
20 California (hereafter "the government") enter into this written plea agreement (the "Agreement")
21 pursuant to Rule 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure:

22 The Defendant's Promises

23 1. I agree to plead guilty to Count One of the captioned Indictment charging me with
24 making a false claim to the United States, in violation of 18 U.S.C. § 287. I agree that the elements of
25 the offense are as follows: (1) I presented to the GSA a claim against the United States; (2) at the time
26 that this claim was presented, the GSA was a department or agency of the United States; (3) the claim
27 presented was false; and (4) I knew that the claim was false. I agree that the maximum penalties are as
28 follows:

PLEA AGREEMENT
CR 14-499 RS

FILED
MAR 31 2015
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

- 1 a. Maximum prison term 5 years
- 2 b. Maximum fine \$250,000 or twice the gross gain or loss, which is greater
- 3 c. Maximum supervised release term 3 years
- 4 d. Restitution To be determined by Court
- 5 e. Mandatory special assessment \$100

7 2. I agree that I am guilty of the offense to which I am pleading guilty, and I agree that the
 8 following facts are true:

9 From June 2003 until my retirement on May 15, 2012, I served as the U.S. General Services
 10 Administration (GSA) Regional Commissioner for the Public Buildings Service (“PBS”), Pacific Rim
 11 Region (“R-9”). R-9 includes California, Arizona, Hawaii, Nevada, American Samoa, the Northern
 12 Mariana Islands, Guam, and Saipan, as well as certain properties in Japan, Korea, Singapore, and
 13 elsewhere. As the PBS Regional Commissioner, I was responsible for directing, managing, and
 14 coordinating all public buildings and real property programs and activities in R-9. In addition to my
 15 Regional Commissioner role, I was named the Acting Regional Administrator between approximately
 16 March 30, 2009, and July 31, 2011, making me the top GSA official in R-9. As such, my job
 17 responsibilities included coordinating federal programs and staff functions, controlling administrative
 18 and operating functions, maintaining relationships with other government agencies, executing contracts
 19 on behalf of the United States, and serving as the principal public relations spokesperson for the region.

20 On or about March 17, 2010, I submitted a claim for reimbursement, which I knew to be false, to
 21 GSA, an agency of the United States. Specifically, I submitted, and caused GSA to pay, a claim for
 22 lodging expenses at M Resort Spa Casino Las Vegas for the night of March 11, 2010, which I knew was
 23 not incurred for official business.

24 I agree that I submitted and caused GSA to pay additional false claims during my tenure, that I
 25 improperly failed to claim annual leave on certain dates, and that these acts resulted in losses to GSA
 26 exceeding \$5,000. I agree that my actions constitute an abuse of my position of trust as GSA’s Regional
 27 Commissioner and, at times, Acting Regional Administrator. I further agree that I obstructed justice by
 28 submitting a false record and falsely certifying its accuracy during GSA’s investigation of my offense.

1 3. I agree to give up all rights that I would have if I chose to proceed to trial, including the
2 rights to a jury trial with the assistance of an attorney; to confront and cross-examine government
3 witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth
4 Amendment claims; to any further discovery from the government; and to pursue any affirmative
5 defenses and present evidence.

6 4. I agree to give up my right to appeal my conviction, the judgment, and orders of the
7 Court. I also agree to waive any right I have to appeal any aspect of my sentence, including any orders
8 relating to forfeiture and or restitution.

9 5. I agree not to file any collateral attack on my conviction or sentence, including a petition
10 under 28 U.S.C. § 2255 or 28 U.S.C. § 2241, except that I reserve my right to claim that my counsel was
11 ineffective in connection with the negotiation of this Agreement or the entry of my guilty plea. I also
12 agree not to seek relief under 18 U.S.C. § 3582.

13 6. I agree not to ask the Court to withdraw my guilty plea at any time after it is entered. I
14 understand that by entering into this Agreement: (a) I agree that the facts set forth in Paragraph 2 of this
15 Agreement shall be admissible against me under Fed. R. Evid. 801(d)(2)(A) in any subsequent
16 proceeding, including at trial, in the event I violate any of the terms of this Agreement, and (b) I
17 expressly waive any and all rights under Fed. R. Crim. 11(f) and Fed. R. Evid. 410 with regard to the
18 facts set forth in Paragraph 2 of this Agreement in such subsequent proceeding. I understand that the
19 government will not preserve any physical evidence obtained in this case.

20 7. I agree that the Court will use the Sentencing Guidelines to calculate my sentence. I
21 understand that the Court must consult the Guidelines and take them into account when sentencing,
22 together with the factors set forth in 18 U.S.C. § 3553(a). I also understand that the Court is not bound
23 by the Guidelines calculations below, the Court may conclude that a higher Guidelines range applies to
24 me, and, if it does, I will not be entitled, nor will I ask to withdraw my guilty plea. I agree that
25 regardless of the sentence that the Court imposes on me, I will not be entitled, nor will I ask, to
26 withdraw my guilty plea. I also agree that the Sentencing Guidelines offense level will be calculated as
27 follows and that I will not ask for any other adjustment to or reduction in the offense level or for a
28 downward departure from the Guidelines range as determined by the Court, except defendant reserves

1 the right to seek a variance pursuant to 18 U.S.C. § 3553(a). I understand that the government reserves
 2 its right to oppose any such motion. The parties have reached no agreement regarding my Criminal
 3 History Category.

4	a.	Base Offense Level, U.S.S.G. § 2B1.1(a)(2):	6
5	b.	Specific offense characteristics Loss >\$5,000, U.S.S.G. § 2B1.1(b)(1)(C):	+2
6			
7	c.	Adjustments Abuse of position of trust, U.S.S.G. § 3B1.1: Obstruction, U.S.S.G. § 3C1.1:	+2 +2
8			
9	d.	Acceptance of Responsibility: If I meet the requirements of U.S.S. G.§ 3E1.1, I may be entitled to a two level reduction for acceptance of responsibility, provided that I forthrightly admit my guilt, cooperate with the Court and the Probation Office in any presentence investigation ordered by the Court, and continue to manifest an acceptance of responsibility through and including the time of sentencing.	-2
10			
11			
12			
13	e.	Adjusted Offense Level:	10

14 8. I agree that regardless of any other provision of this Agreement, the government may and
 15 will provide the Court and the Probation Office with all information relevant to the charged offense and
 16 the sentencing decision.

17 9. I agree to pay restitution for all the losses caused by all the schemes or offenses with
 18 which I was charged in this case, and I agree that the amount of restitution will not be limited to the loss
 19 attributable to the count to which I am pleading guilty, pursuant to 18 U.S.C. § 3663(a)(3). I agree that
 20 the Court may order and I will pay restitution in the amount of \$8,000. I agree that any fine, forfeiture,
 21 or restitution imposed by the Court against me will be immediately due and payable and subject to
 22 immediate collection by the government and I understand that the government may seek immediate
 23 collection of the entire fine, forfeiture, or restitution from any assets without regard to any schedule of
 24 payments imposed by the Court or established by the Probation Office. I agree that I will make a good-
 25 faith effort to pay any fine, forfeiture, or restitution I am ordered to pay. Before or after sentencing, I
 26 will upon request of the Court, the government, or the Probation Office, provide accurate and complete
 27 financial information, submit sworn statements and give depositions under oath concerning my assets
 28 and my ability to pay, surrender assets I obtained as a result of my crimes, and release funds and

1 property under my control in order to pay any fine, forfeiture, or restitution. I agree to pay the special
2 assessment at the time of sentencing.

3 10. I agree not to commit or attempt to commit any crimes before sentence is imposed or
4 before I surrender to serve my sentence. I also agree not to violate the terms of my pretrial release; not
5 to intentionally provide false information to the Court, the Probation Office, Pretrial Services, or the
6 government; and not to fail to comply with any of the other promises I have made in this Agreement. I
7 agree that if I fail to comply with any promises I have made in this Agreement, then the government will
8 be released from all of its promises in this Agreement, including those set forth in the Government's
9 Promises Section below, but I will not be released from my guilty plea.

10 11. I agree that this Agreement contains all of the promises and agreements between the
11 government and me, and I will not claim otherwise in the future. No modification of this Agreement
12 shall be effective unless it is in writing and signed by all parties.

13 12. I agree that the Agreement binds the U.S. Attorney's Office for the Northern District of
14 California only, and does not bind any other federal, state, or local agency.

15 The Government's Promises

16 13. The government agrees to move to dismiss any open charges pending against the
17 defendant in the captioned Indictment at the time of sentencing.

18 14. The government agrees not to file any additional charges against the defendant that could
19 be filed as a result of the investigation that led to the captioned Indictment.

20 15. The government agrees to recommend the Guideline calculations set out above, unless
21 the defendant violates the terms of the Agreement above or fails to accept responsibility.

22 The Defendant's Affirmations

23 16. I confirm that I have had adequate time to discuss this case, the evidence, and the
24 Agreement with my attorney and that my attorney has provided me with all the legal advice that I
25 requested.

26 17. I confirm that the while I considered signing this Agreement, and at the time I signed it, I
27 was not under the influence of any alcohol, drug, or medicine that would impair my ability to understand
28 the Agreement.

1 18. I confirm that my decision to enter a guilty plea is made knowing the charges that have
2 been brought against me, any possible defense, and the benefits and possible detriments of proceeding to
3 trial. I also confirm that my decision to plead guilty is made voluntarily, and no one coerced or
4 threatened me to enter into this Agreement.

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6 Dated: 3/31/15


JEFFREY NEELY
Defendant

MELINDA HAAG
United States Attorney

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11 Dated: 3/31/15


HARTLEY M.K. WEST
Assistant United States Attorney

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14 19. I have fully explained to my client all the rights that a criminal defendant has and all the
15 terms of this Agreement. In my opinion, my client understands all the terms of this Agreement and all
16 the rights my client is giving up by pleading guilty, and, based on the information now known to me, my
17 client's decision to plead guilty is knowing and voluntary.

18
19 Dated: 3/31/15


MARTIN RASKIN
Attorney for Defendant