5 Jul 16

From: RDML Robert J. Gilbeau, SC, USN, (b)(6), (b)(7)(C)
To: Secretary of the Navy
Via: (1) Commandant, Naval District Washington
(2) Chief of Naval Personnel
(3) Chief of Naval Operations

Subj: CONDITIONAL VOLUNTARY WAIVER OF A BOARD OF INQUIRY IN THE CASE OF RDML ROBERT J. GILBEAU, SC, USN, (b)(6), (b)(7)(C)

Ref: (a) SECNAVINST 1920.6C
(b) SECNAVINST 1850.4E
(c) Title 10 U.S.C., Chapter 61
(d) DoDI 1332.38

Encl: (1) Plea Agreement
(2) CNP ltr 1920 00F of 21 June 2016
(3) Personal Statement of RDML Robert Gilbeau
(4) Statement of (b)(6), (b)(7)(C)
(5) Statement of (b)(6), (b)(7)(C)

1. Pursuant to reference (a), I voluntarily submit this conditional waiver of my right to a Board of Inquiry (BOI) for processing for involuntary retirement and I understand that a BOI will not be convened to make a separation recommendation to the Secretary of the Navy if this request is approved.

2. This conditional waiver is purely voluntary and, once submitted, I understand that it may only be withdrawn with the permission of the Secretary of the Navy.

3. I understand that the Secretary of the Navy may retire me in a lesser grade than I currently hold and that the retirement grade will be the highest grade in which I served satisfactorily, as determined by the Secretary of the Navy. This waiver is specifically conditioned on the Secretary of the Navy approving my retirement as a captain (O-6) or higher. I acknowledge that no person has agreed to make a specific recommendation to the Secretary regarding my retirement grade and that any person in the retirement grade chain of command is free to recommend the retirement grade they deem appropriate.

4. This waiver is based on my plea agreement in the case of United States v. Robert Gilbeau, Case No. 16CR1313-JLS, enclosure (1).

5. On 21 June 2016, the Chief of Naval Personnel directed that I show cause for retention at a BOI for substandard performance of duty and misconduct, enclosure (2). I admit that I committed the misconduct to which I pled guilty as evidenced in enclosure (1), and that my performance of duty was substandard.

Subj: CONDITIONAL VOLUNTARY WAIVER OF A BOARD OF INQUIRY IN THE CASE OF RDML ROBERT J. GILBEAU, SC, USN, (b)(6), (b)(7)(C)

6. I understand that I may submit a sworn or unsworn statement or other material on my behalf for consideration by the Secretary of the Navy. I further understand that any statements submitted in connection with this request, including admissions of guilt, are not admissible in a court-martial except as provided by Military Rule of Evidence 410, but may be admissible at other proceedings. My matters are included in enclosure (3) through enclosure (5).

7. Consistent with reference (b), I voluntarily decline retention on active duty to obtain disability retirement. I specifically waive any entitlement to retirement compensation based upon a disability conditioned on the Secretary of the Navy approving my retirement as at least a captain (O-6). I certify that I am within 6 months of my mandatory retirement date. After consultation with a military medical doctor (Medical Corps officer) who discussed both my current diagnosis/future prognosis, and after consultation with defense counsel, PEB counsel, and the PEB liaison officer, I hereby voluntarily waive any and all legal rights under the Department of the Navy Disability Evaluation System.

8. More specifically, I acknowledge that by submitting this conditional waiver I relinquish any and all statutory/regulatory rights granted by references (b), (c), and (d) to military disability processing and possible severance pay or possible military disability retirement (Temporary Disability Retirement List or Permanent Disability Retirement List) if this conditional waiver is approved.

9. Furthermore, I also realize that, by signing this conditional waiver, I am relinquishing any and all rights to be granted limited duty extensions for medical reasons and/or Permanent Limited Duty on active service if the conditional waiver is approved.

10. Nothing in this waiver, however, forecloses my ability to be evaluated by the Department of Veterans Affairs for injuries incurred incident to military service. I am aware that any disability compensation awarded by the Department of Veterans Affairs is not waived by my waiver of disability compensation administered by the Navy Disability Evaluation System.

11. In submitting this waiver, I consulted with (b)(6), (b)(7)(C) USN, a qualified defense counsel.

R. J. GILBEAU
Date: 5 July 2016

LAURA E. DUFFY
United States Attorney
Mark W. Pletcher
Assistant U.S. Attorney
Colorado Bar No. 034615
Federal Office Building
880 Front Street, Room 6293
San Diego, California 92101-8893
Telephone (619) 546-9714

ANDREW WEISSMANN
Chief, Fraud Section
BRIAN R. YOUNG
Trial Attorney
Criminal Division, Fraud Section
1400 New York Ave., N.W.
Washington, D.C. 20005
Telephone: (202) 616-3114
brian.young4@usdoj.gov

Attorneys for the United States of America

FILED
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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, v. ROBERT GILBEAU, Defendant.	Case No. 16CR1313-JLS **PLEA AGREEMENT**

IT IS HEREBY AGREED between the UNITED STATES OF AMERICA, through its counsel, Laura E. Duffy, United States Attorney, Mark W. Pletcher, Assistant United States Attorney, and Andrew Weissmann, Chief, Fraud Section, Criminal Division and Brian R. Young, Assistant Chief, Fraud Section, Criminal Division ("the United States"), and defendant, Robert Gilbeau, with the advice and consent of David Benowitz, Esq., counsel for defendant, as follows:

mwp:mjn:4/22/16

Def. Initials

I

THE PLEA

A. The Charge

Defendant agrees to waive Indictment and plead guilty to an Information charging defendant as follows:

> Beginning at least in or about November 2012 and continuing until in or about October 2013, outside the jurisdiction of any particular district, defendant Robert Gilbeau knowingly and wilfully made false statements and representations as to material facts, in that he misstated and misrepresented to Defense Criminal Investigative Service ("DCIS") agents and Naval Criminal Investigative Service ("NCIS") agents the nature of his relationship and his receipt of things of value over the course of years from Leonard G. Francis; whereas in truth and fact, as defendant then and there well knew, those statements and representations were false, all in violation of Title 18, United States Code, Section 1001.

B. Prosecution Of Additional Counts

In exchange for the defendant's plea of guilty, the United States agrees not to initiate or prosecute any additional criminal charges against the defendant based on information now known to the United States relating to or arising out of bribery or gratuities involving Leonard Francis or Glenn Defense Marine Asia. Nothing in this agreement, however, shields the defendant from prosecution for any act or omission not now known to the United States or committed after the date of this agreement. The United States remains free to prosecute the defendant for perjury or giving a material false statement if the defendant commits such an offense after the defendant signs this plea agreement. Should the defendant commit perjury or give a material false statement, the United States, at its sole discretion, will be free to prosecute the defendant for that offense, move to set aside this plea agreement, and/or be relieved of its obligations under this agreement.

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II

NATURE OF THE OFFENSE

A. ELEMENTS EXPLAINED

Defendant understands that the offense to which defendant is pleading guilty has the following elements:

1. Defendant made false statements in a matter within the jurisdiction of the U.S. Department of Defense and the U.S. Department of the Navy;

2. Defendant acted wilfully; that is, defendant acted deliberately and with knowledge both that the statement was untrue and that his conduct was unlawful; and

3. The statement was material to the activities or decisions of the Department of Defense and the Department of the Navy; that is, it had a natural tendency to influence, or was capable of influencing, the agencies' decisions or activities.

B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

Defendant has fully discussed the facts of this case with defense counsel. Defendant has committed each of the elements of the crime, and admits that there is a factual basis for this guilty plea. The following facts are true and undisputed:

1. On or about November 27, 2012, aware that Leonard G. Francis and his company Glenn Defense Marine Asia ("GDMA") were under investigation for various fraud and public corruption offenses, defendant submitted to NCIS a Foreign Contact Questionnaire, wherein he disclosed a September 26, 2012 contact with Francis and wilfully, falsely stated, "No" in answer to the question: "Have you ever received any gifts from [Leonard G. Francis]?"

2. On or about February 20, 2013, in a voluntary interview by NCIS agents inquiring about defendant's Foreign Contact Questionnaire, defendant stated that he and Francis met about

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three times a year but that he "always pays for his half of the dinner", though defendant knew at the time that this statement was false.

3. On or about September 17, 2013, in Kabul, Afghanistan, where defendant was serving in his official capacity for the U.S. Navy, defendant became aware that Francis and others had been arrested in connection with fraud and public corruption offenses, and thereafter, defendant wilfully destroyed and/or deleted certain paper records and computer files then in his possession.

4. In or about October 2013, defendant was again interviewed in Kaiserslautern, Germany by DCIS agents, wherein defendant again wilfully misrepresented and misstated the nature of his relationship with and his receipt of things of value over the course of years from Francis and GDMA.

5. Each of defendant's wilful misrepresentations and misstatements above was material to the activities or decisions of the Department of Defense and the Department of the Navy; in that they had natural tendency to influence the agency's ongoing investigative decisions or activities.

III

PENALTIES

Defendant understands that the crime to which defendant is pleading guilty carries the following penalties:

A. A maximum 5 years in prison;

B. A maximum $250,000 fine;

C. A mandatory special assessment of $100 per count; and

D. A term of supervised release of not more than 3 years. Defendant understands that failure to comply with any of the conditions of supervised release may result in revocation of supervised release, requiring defendant to serve in prison, upon any such revocation, all or part of the statutory maximum term of supervised release for the offense that resulted in such term of supervised release.

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IV

DEFENDANT'S WAIVER OF TRIAL RIGHTS

Defendant understands that this guilty plea waives the right:

A. To continue to plead not guilty and require the Government to prove the elements of the crime beyond a reasonable doubt;

B. To a speedy and public trial by jury;

C. To the assistance of counsel at all stages of trial;

D. To confront and cross-examine adverse witnesses;

E. To testify and present evidence and to have witnesses testify on behalf of defendant;

F. Not to testify or have any adverse inferences drawn from the failure to testify; and

G. Defendant knowingly and voluntarily waives any rights and defenses defendant may have under the Excessive Fines Clause of the Eighth Amendment to the United States Constitution to the forfeiture of property in this proceeding or any related civil proceeding.

H. To assert any legal, constitutional, statutory, regulatory, and procedural rights and defenses that he may have under any source of federal or common law, including among others, challenges to personal jurisdiction, extraterritoriality, statute of limitations, venue, and the form and substance of the Information, including specifically any claim of multiplicity or duplicity.

V

DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION

The United States represents that any information establishing the factual innocence of defendant known to the undersigned prosecutor in this case has been turned over to defendant. The United States will continue to provide such information establishing the factual innocence of defendant.

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Defendant understands that if this case proceeded to trial, the Government would be required to provide impeachment information relating to any informants or other witnesses. In addition, if defendant raised an affirmative defense, the Government would be required to provide information in its possession that supports such a defense. Defendant acknowledges, however, that by pleading guilty defendant will not be provided this information, if any, and defendant also waives the right to this information. Finally, defendant agrees not to attempt to withdraw the guilty plea or to file a collateral attack based on the existence of this information.

VI

DEFENDANT'S REPRESENTATION THAT GUILTY PLEA IS KNOWING AND VOLUNTARY

Defendant represents that:

A. Defendant has had a full opportunity to discuss all the facts and circumstances of this case with defense counsel and has a clear understanding of the charges and the consequences of this plea. Defendant understands that, by pleading guilty, defendant may be giving up, and rendered ineligible to receive, valuable government benefits and civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant further understands that the conviction in this case may subject defendant to various collateral consequences, including but not limited to deportation, removal or other adverse immigration consequences; revocation of probation, parole, or supervised release in another case; debarment from government contracting; and suspension or revocation of a professional license, none of which will serve as grounds to withdraw defendant's guilty plea;

B. No one has made any promises or offered any rewards in return for this guilty plea, other than those contained in this agreement or otherwise disclosed to the Court;

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C. No one has threatened defendant or defendant's family to induce this guilty plea; and

D. Defendant is pleading guilty because in truth and in fact defendant is guilty and for no other reason.

VII

AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE SOUTHERN DISTRICT OF CALIFORNIA

This plea agreement is limited to the United States Attorney's Office for the Southern District of California and the Department of Justice, Criminal Division, Fraud Section, and cannot bind any other federal, state or local prosecuting, civil, administrative, or regulatory authorities, although the United States will bring this plea agreement to the attention of other authorities if requested.

VIII

APPLICABILITY OF SENTENCING GUIDELINES

Defendant understands the sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a). Defendant understands further that in imposing the sentence, the sentencing judge must consult the United States Sentencing Guidelines ("Guidelines") and take them into account. Defendant has discussed the Guidelines with defense counsel and understands that the Guidelines are only advisory, not mandatory, and the Court may impose a sentence more severe or less severe than otherwise applicable under the Guidelines, up to the maximum in the statute of conviction. Defendant understands further that the sentence cannot be determined until a presentence report has been prepared by the U.S. Probation Office and defense counsel and the Government have had an opportunity to review and

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challenge the presentence report. **Defendant agrees to request that a presentence report be prepared.** Nothing in this plea agreement shall be construed as limiting the Government's duty to provide complete and accurate facts to the district court and the Probation Office.

IX

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). Defendant understands that the sentence is within the sole discretion of the sentencing judge. The Government has not made and will not make any representation as to what sentence defendant will receive. Defendant understands that the sentencing judge may impose the maximum sentence provided by statute, and is also aware that any estimate of the probable sentence by defense counsel is a prediction, not a promise, and is **not binding on the Court**. Likewise, the recommendation made by the Government is not binding on the Court, and it is uncertain at this time what defendant's sentence will be. Defendant also has been advised and understands that if the sentencing judge does not follow any or all of the parties' sentencing recommendations, defendant nevertheless has no right to withdraw his plea of guilty.

X

PARTIES' SENTENCING RECOMMENDATIONS

A. SENTENCING GUIDELINE CALCULATIONS

Although the parties understand that the Guidelines are only advisory and just one of the factors the Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly

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recommend the following Base Offense Level, Specific Offense Characteristics, and Adjustments and Departures:

1.	Base Offense Level [USSG § 2J1.2(a)]	14
2.	Specific Offense Characteristic: Extensive in Scope [USSG § 2J1.2(b)(3)(C)]	+2
3.	Acceptance of Responsibility [USSG § 3E1.1]	-3

B. <u>ACCEPTANCE OF RESPONSIBILITY</u>

Notwithstanding paragraph A, the Government will not recommend any adjustment for <u>Acceptance of Responsibility</u> if defendant materially breaches this plea agreement by any of the following:

1. Fails to truthfully admit a complete factual basis for the plea at the time it is entered;
2. Denies involvement in the offense, gives conflicting statements about that involvement, or is untruthful with the Court or probation officer;
3. Falsely denies prior criminal conduct or convictions;
4. Fails to appear in court;
5. Engages in additional criminal conduct;
6. Attempts to withdraw the plea;
7. Fails to abide by any lawful court order; or
8. Contests or assists any third party in contesting the forfeiture of property(ies) seized or forfeited in connection with this case.

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C. FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING THOSE UNDER 18 U.S.C. § 3553

The parties agree that defendant will not request or recommend additional downward adjustments and departures, including criminal history departures under USSG § 4A1.3, pursuant to the United States Sentencing Guidelines. The defendant may, however, request or recommend a sentencing variance pursuant to 18 U.S.C. § 3553(a), and the United States may oppose any such request for a variance.

D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

The parties have **no** agreement as to defendant's Criminal History Category.

E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

The parties agree that the facts in the "factual basis" paragraph of this agreement are true, and may be considered as "relevant conduct" under USSG § 1B1.3 and as the nature and circumstances of the offense under 18 U.S.C. § 3553(a)(1).

F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

The parties agree that the United States will recommend that the defendant be sentenced to a term of imprisonment within the advisory guideline range as calculated pursuant to this agreement.

G. SPECIAL ASSESSMENT/FINE/RESTITUTION

1. Special Assessment

The parties will jointly recommend that defendant pay a special assessment in the amount of $100.00 per felony count of conviction to be paid forthwith at time of sentencing. The special assessment shall be paid through the office of the Clerk of the District Court

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by bank or cashier's check or money order made payable to the "Clerk, United States District Court."

2. Fine

The defendant agrees to recommend and stipulates to the imposition of a criminal fine in the amount of $100,000.

3. Restitution

Pursuant to 18 U.S.C. § 3663(a)(3), the defendant agrees to the entry of a restitution order in the amount of $50,000, payable to the United States Navy on the day of sentencing.

The defendant agrees that the restitution, restitution judgment, payment provisions, and collection actions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The defendant further agrees that any restitution collected and/or distributed will survive him, notwithstanding the abatement of any underlying criminal conviction after execution of this agreement. The restitution shall be paid through the Office of the Clerk of the District Court by bank or cashier's check or money order made payable to the "Clerk, United States District Court."

H. SUPERVISED RELEASE

The parties jointly recommend a 24-month period of supervised release, during which time, in addition to any other conditions imposed, defendant will complete 300 hours of community service under the supervision of the U.S. Probation Office.

XI

DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

In exchange for the United States' concessions in this plea agreement, the defendant knowingly and voluntarily waives, to the

full extent of the law, any right to appeal or to collaterally attack the conviction and any lawful restitution order, except a post-conviction collateral attack based on a claim of ineffective assistance of counsel. The defendant also knowingly and voluntarily waives, to the full extent of the law, any right to appeal or to collaterally attack his sentence, except a post-conviction collateral attack based on a claim of ineffective assistance of counsel, unless the Court imposes a custodial sentence above the total statutory maximum for the offense of conviction. If the defendant lodges an appeal validly reserved by this plea agreement, the United States will be free to oppose the appeal on any available grounds. If at any time the defendant files a notice of appeal, appeals or collaterally attacks the conviction or sentence in violation of this plea agreement, this violation will be a material breach of this agreement as further defined below.

XII

CRIMES AFTER ARREST OR BREACH OF THE AGREEMENT WILL PERMIT THE GOVERNMENT TO RECOMMEND A HIGHER SENTENCE OR SET ASIDE THE PLEA

This plea agreement is based on the understanding that, prior to defendant's sentencing in this case, defendant has not committed or been arrested for any offense not known to the Government prior to defendant's sentencing. This plea agreement is further based on the understanding that defendant has committed no criminal conduct since defendant's arrest on the present charges, and that defendant will commit no additional criminal conduct before sentencing. If defendant has engaged in or engages in additional criminal conduct during this period, or breaches any of the terms of any agreement with the Government, the Government will not be bound by the

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recommendations in this plea agreement, and may recommend any lawful sentence. In addition, at its option, the Government may move to set aside the plea.

XIII.

BREACH OF THE PLEA AGREEMENT

The defendant acknowledges, understands and agrees that if defendant violates or fails to perform any of defendant's obligations under this agreement, such violation or failure to perform may constitute a material breach of this agreement.

The defendant acknowledges, understands and agrees further that the following non-exhaustive list of conduct by the defendant unquestionably constitutes a material breach of this plea agreement:

1. Failing to plead guilty pursuant to this agreement,
2. Failing to fully accept responsibility as established in Section X, Paragraph B, above,
3. Failing to appear in court,
4. Attempting to withdraw the plea,
5. Failing to abide by any lawful court order related to this case,
6. Appealing or collaterally attacking the sentence or conviction in violation of Section XI of this plea agreement,
7. Engaging in additional criminal conduct from the time of arrest until the time of sentencing.

In the event of the defendant's material breach of this plea agreement, the defendant will not be able to enforce any of its provisions, and the United States will be relieved of all its obligations under this plea agreement. For example, the United

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States may pursue any charges including those that were dismissed, promised to be dismissed, or not filed as a result of this agreement. The defendant agrees that any statute of limitations relating to such charges is tolled as of the date of this agreement. The defendant also waives any double jeopardy defense to such charges, in the event that charges are brought following a breach of this agreement by the defendant. The United States may move to set aside the defendant's guilty plea. The defendant may not withdraw the guilty plea based on the government's pursuit of remedies for the defendant's breach.

Additionally, the defendant agrees that in the event of the defendant's material breach of this plea agreement: (i) any statements made by the defendant, under oath, at the guilty plea hearing (before either a Magistrate Judge or a District Judge); (ii) the stipulated factual basis statement in this agreement; and (iii) any evidence derived from such statements, are admissible against the defendant in any prosecution of or action against the defendant. This includes the prosecution of the charges that are the subject of this plea agreement or any charges that the United States agreed to dismiss or not file as part of this agreement, but later pursues because of a material breach by the defendant. Additionally, the defendant knowingly and voluntarily waives any argument under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, and/or any other federal rule, that the statements or any evidence derived therefrom should be suppressed or are inadmissible.

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XIV

ENTIRE AGREEMENT

This plea agreement embodies the entire agreement between the parties and supersedes any other agreement, written or oral.

XV

MODIFICATION OF AGREEMENT MUST BE IN WRITING

No modification of this plea agreement shall be effective unless in writing signed by all parties.

XVI

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this agreement, defendant certifies that defendant has read it (or that it has been read to defendant in defendant's native language). Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

Def. Initials _____
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XVI

DEFENDANT SATISFIED WITH COUNSEL

Defendant has consulted with counsel and is satisfied with counsel's representation. This is defendant's independent opinion, and his counsel did not advise him about what to say in this regard.

LAURA E. DUFFY
United States Attorney

6/7/16
DATED

Mark W. Pletcher
Assistant U.S. Attorney

ANDREW WEISSMANN
Chief, Fraud Section

6/7/16
DATED

BYOUNG/MWP
BRIAN YOUNG
Trial Attorney
Fraud Section

5/28/16
DATED

David Benowitz, Esq.
Defense Counsel

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE.

4/22/16
DATED

Robert Gilbeau
Defendant

Def. Initials MK
CR

LAURA E. DUFFY
United States Attorney
MARK W. PLETCHER
Assistant U.S. Attorney
Colorado Bar No.: 034615
880 Front Street, Room 6293
San Diego, CA 92101
Tel: (619) 546-9714
Email: mark.pletcher@usdoj.gov

ANDREW WEISSMANN
Chief, Fraud Section
BRIAN R. YOUNG
Ohio Bar No.: 0078395
Trial Attorney, Fraud Section
Criminal Division
Tel: (202) 616-3114
Email: brian.young4@usdoj.gov

Attorneys for the United States

FILED
JUN 9 2016
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, v. ROBERT GILBEAU, Defendant.	Case No.: 16-CR-1313-JLS **INFORMATION** Title 18, U.S.C., Sec. 1001 - False Statements

The United States charges that at all times relevant:

1. From approximately January 2003 to November 2004, defendant ROBERT GILBEAU ("GILBEAU") was a Commander (and Captain-select) in the United States Navy, serving as the Supply Officer onboard the USS Nimitz, where he was responsible for procuring all goods and services necessary for the operation of the ship. From approximately December 2004 to June 2005, now a Captain, GILBEAU

was selected as the Head of the Tsunami Relief Crisis Action Team in Singapore, heading the US Navy's logistics response to the Southeast Asia Tsunami in December 2004. In June 2005, GILBEAU went to the office of the Chief of Naval Operations as the Head of Aviation Material Support, establishing policies and requirements for budgeting and acquisitions for the U.S. Navy's air forces, where he served until July 2006. In August 2006, GILBEAU was assigned a year-long position in Baghdad, Iraq, where he was the Chief of Staff for the Joint Contracting Command for Iraq and Afghanistan, responsible for overseeing all military contracting for supplies, services, and construction in support of coalition forces in Operation Iraqi Freedom and Operation Enduring Freedom. After returning from Iraq, GILBEAU became the Deputy Commander for Aviation at the Naval Inventory Control Point in Philadelphia, PA, where he was responsible for aviation support and executing a 3.3 billion dollar acquisition budget. In August 2010, having been promoted to Rear Admiral, GILBEAU assumed command of the Defense Contract Management Agency International, where he was responsible for the global administration of the Defense Department's most critical contracts performed outside the United States. In November 2012 until November 2013, GILBEAU transferred to Afghanistan as the director of the Operational Contract Support Drawdown Cell, where he was responsible for reorganizing and reducing the military's contracted personnel in Afghanistan as the United States withdrew significant numbers of troops from the country.

2. Glenn Defense Marine Asia ("GDMA") was a multi-national corporation with headquarters in Singapore. As of September 2013, GDMA had operating locations in many countries, including Japan, Thailand, Malaysia, Korea, Hong Kong, Indonesia, Australia, Philippines, and the United States. GDMA's main business was the "husbanding" of marine vessels, which involved the coordination, scheduling, and direct and indirect procurement of items and services required by U.S. Navy vessels when they arrived in port.

3. Leonard Glenn Francis ("Francis") was the President and Chief Executive Officer of GDMA.

COUNT 1 - FALSE STATEMENTS

4. Beginning at least in or about November 2012 and continuing until in or about October 2013, outside the jurisdiction of any particular district, defendant Robert GILBEAU knowingly and willfully made false statements and representations as to material facts, in that he misstated and misrepresented to Defense Criminal Investigative Service ("DCIS") agents and Naval Criminal Investigative Service ("NCIS") agents the nature of his relationship and his receipt of things of value over the course of years from Leonard G. Francis; whereas in truth and fact, as defendant then and there well knew, those statements and representations were false, all in violation of Title 18, United States Code, Section 1001.

DATED: June 1, 2016.

LAURA E. DUFFY
United States Attorney

By: [signature]
MARK W. PLETCHER
Assistant U.S. Attorney

ANDREW WEISSMANN
Chief, Fraud Section
Criminal Division

By: BYOUNG/mwp
BRIAN R. YOUNG
Trial Attorney
Fraud Section
U.S. Department of Justice

DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

1920
P00F
21 Jun 16

From: Chief of Naval Personnel (PERS-00F)
To: RDML Robert J. Gilbeau, SC, USN, [redacted] (b)(6), (b)(7)(C)

Subj: NOTIFICATION OF ADMINISTRATIVE SHOW CAUSE PROCEEDINGS

Ref: (a) Plea Agreement, United States v. Robert Gilbeau, Case No. 16CR1313-JLS
(b) SECNAVINST 1920.6C CH-5

Encl: (1) Acknowledgment of Rights Form

1. The Show Cause Authority has reviewed your case and determined there is sufficient evidence of record to require you to show cause for retention in the naval service based on your misconduct and substandard performance as outlined in reference (a).

2. Administrative action requiring you to show cause has been initiated in accordance with reference (b) based on your:

a. Misconduct: Your commission of military or civilian offenses (or your civilian conviction) and your intentional misrepresentations or omissions of material facts in official written documents or official oral statements in your communications with investigators investigating Glenn Davis Marine Asia. Additionally, your commission of a military offense as evidence by your intentional destruction of documents during the same investigation.

b. Substandard Performance of Duty: Your inability to maintain adequate levels of performance as evidenced by your failure to conform to prescribed standards of military deportment in your relationship with Leonard G. Francis and your conduct during the investigation of Glenn Defense Marine Asia.

3. Commandant, Naval District Washington has been requested to convene a board of inquiry (BOI) requiring you to show cause for retention in the naval service. The BOI will consider your case even if you decide not to appear before it. Your rights before the BOI and the procedures for such boards are set forth in reference (b), enclosure (8).

4. The least favorable outcome that may be recommended in your case is that your separation be characterized under Other than

Honorable conditions and that your retirement grade may be at an inferior pay grade.

5. You may exercise or waive the following rights (see reference (b), enclosure (8) for a full list of your rights):

a. You may submit, any time before the BOI adjourns for closed deliberations, any matter that you deem pertinent.

b. You may submit a voluntary retirement request in lieu of show cause proceedings. In the event you choose to submit a voluntary retirement request, your request may be processed for retirement grade determination in accordance with reference (b), enclosure (6), paragraph 2.

c. You may confer with appointed military counsel, or civilian counsel at no expense to the government.

d. You may submit a written request to Flag Matters (PERS-00F) for copies of the papers that will be forwarded to the Secretary of the Navy to support the recommendation for separation.

e. Documents related to your administrative separation processing will become part of your official record. You have the right to respond to matters submitted into your permanent record that relate to your administrative separation processing.

6. Return enclosure (1) within 10 days of receipt of this letter to Flag Matters (PERS-00F). If you intend to tender your retirement request, submit your request with enclosure (1). Failure to exercise your rights or respond within the specified time will constitute a waiver of your rights.

7. Should your separation from the Navy result in your failure to fulfill your obligations under any agreement regarding any kind of incentive or special pay, bonuses, or advanced educational assistance, you may be required to reimburse the government for the unearned balance of that debt.

8. Should you have any questions, I can be contacted directly at COM: [redacted] (b)(6), (b)(7)(C)

[redacted] (b)(6), (b)(7)(C)

By direction

Copy to:
COMNAVDISTWASH
COMNAVSUPSYSCOM
COMNAVSEA

5 July 2016
DATE

From: RDML Robert J. Gilbeau, SC, USN, [redacted] (b)(6), (b)(7)(C)
To: Commandant, Naval District Washington

Subj: ACKNOWLEDGMENT OF RIGHTS

Ref: (a) CHNAVPERS ltr 1920 P00F of 21 Jun 16

1. Receipt of reference (a) is acknowledged.

(X) I will appear before the Board of Inquiry. Unless conditional waiver is approved.

( ) I desire to tender a voluntary retirement request and waive my right to a Board of Inquiry. I understand my request will be processed for retirement grade determination by the Secretary of the Navy and that I may be retired in a reduced pay grade and my service may be characterized as less than Honorable. I understand that my voluntary retirement request may only be withdrawn with the permission of Secretary of the Navy. I understand that by waiving my right to a board, the Secretary of the Navy will make the retirement grade determination without a recommendation from the board. My retirement request and statement in support of retirement in grade are attached.

I understand that I committed misconduct and substandard performance of duty.

( ) I do not desire to tender my retirement request, and I will not appear before the Board of Inquiry.

2. I have consulted with counsel

(X) Name/Grade/Branch of Service): [redacted] (b)(6), (b)(7)(C) USN

( ) Civilian Name/Address: _____

_____

_____

Encl (1)

3. (X) I have served in an imminent danger pay area as defined by OPNAVINST 6100.3A ~~within the last 730 days~~. All required pre- and post-deployment health assessments and medical screenings for PTSD and TBI have been completed as required. PTSD/TBI has been diagnosed and was determined by appropriate medical authorities to be a contributing factor in this case.

( ) I have served in an imminent danger pay area as defined by OPNAVINST 6100.3A within the last 730 days. All required pre- and post-deployment health assessments and medical screenings for PTSD and TBI have been completed as required. PTSD/TBI has not been diagnosed and was determined by appropriate medical authorities not to be a contributing factor in this case.

( ) I served in an imminent danger pay area as defined by OPNAVINST 6100.3A within the last 730 days while embarked on a U.S. Navy vessel OR embarked with a U.S. Navy aviation squadron conducting a routine deployment. Pre-and post-deployment health assessments and medical screenings for PTSD and TBI are not required.

( ) I did not serve in an imminent danger pay area as defined by OPNAVINST 6100.3A within the last 730 days. Pre- and post-deployment health assessments and medical screenings for PTSD and TBI are not required.

4. My daytime telephone is (b)(6), (b)(7)(C).

5. My official e-mail address is (b)(6), (b)(7)(C).

R. J. GILBEAU

Copy to:
PERS-00F

5 Jul 16

From: RDML Robert J. Gilbeau, SC, USN
To: Secretary of the Navy
Via: (1) Commandant, Naval District Washington
(2) Chief of Naval Personnel
(3) Chief of Naval Operations

Subj: MATTERS FOR CONSIDERATION IN ADMINISTRATIVE SEPARATION

Encl: (1) [redacted] (b)(6)

1. Based on the matters below, I respectfully request an honorable discharge from the Naval Service. I understand that you must take action in light of my plea to making a false statement during the course of an investigation. I have taken responsibility for that decision and I will be held accountable by the federal court. You must now weigh that against my record over 37 years of service in the Navy.

2. As evidenced by my selection to Rear Admiral (Lower Half), I eagerly accepted the most difficult assignments and served honorably in them. This has included more than ten years of sea duty, four combat deployments aboard ship, two year-long Individual Augmentee (IA) tours in Iraq and Afghanistan, and multiple short-term assignments to combat zones.

3. I volunteered for an IA assignment in 2007, serving a slightly extended tour in a billet with responsibilities in both Iraq and Afghanistan. I lost several friends and colleagues to the enemy during that year, [redacted] (b)(6) (b)(6)

4. During most of my deployment the green/international zone and areas immediately surrounding it were attacked with mortars or rockets almost every day. [redacted] (b)(6) (b)(6)

[redacted]

(b)(6)

daily support, I am sure I would not be here to write this personal statement. I may never be able to operate in a job that is even close to "fast-paced," but I hope to spend time with my wife and family now that my career is ending. However, I do not believe future employment is a viable option for me, and I ask you to consider the role that my retirement plays not just in my future, but the future of my wife who has sacrificed so much in supporting my career.

8. I have been honored and humbled to serve as a Flag Officer in your Navy. I do not shy away from being responsible for my actions, but I believe the issues noted above played a significant role in my failure. I will always harbor the highest possible level of regret for any negative ramifications to the Navy due to my poor decisions. [redacted] (b)(6) (b)(6) for my country. As you decide on this administrative action, I ask that you take my 37 years of faithful service and my family's sacrifices into account.

9. If you have any questions, my point of contact is (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) He can be reached at: (b)(6), (b)(7)(C) or by e-mail at (b)(6), (b)(7)(C)

/s/

R. J. Gilbeau

Pages 31 through 44 redacted for the following reasons:
- -
Withheld (b)(6)

13 MAR 2015

From: RADM Terry B. Kraft, USN

To: Secretary of the Navy

Subj: REBUTTAL TO SECRETARIAL LETTER OF CENSURE

Ref: (a) Secretarial Letter of Censure dtd 23JAN15

(b) JAGINST 5800.7D § 0114a

(c) Voluntary Statement of RADM T. B. Kraft dtd 25JUL14

(d) Department of Defense Inspector General Report #11H118481105 dtd 03MAY12

(e) SECNAV Memorandum For the Record dtd 11SEP2012

I respectfully disagree with the facts and conclusions contained within the Secretarial Letter of Censure, reference (a), that was presented to me by the Vice Chief of Naval Operations (VCNO), ADM Michelle Howard, on 9 Feb 2015. In accordance with reference (b), I have elected to exercise my right to submit a written rebuttal for inclusion into my official record. I have separated this letter into several sections in order to clearly rebut each allegation against me. I respectfully request that the secretarial letter of censure be rescinded and removed from my permanent record.

"Within 15 days of receipt of this letter, you may forward a rebuttal, consistent with reference (d), for inclusion in your official record, if you desire." See Reference (a) at #9.

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REBUTTAL

I am unable to properly and fully exercise my right of rebuttal due to being denied (i) the opportunity to participate and defend myself during the Central Disposition Authority (CDA) disposition process, and (ii) access to any of the evidence that supports the alleged facts and conclusions contained in reference(a). Per references (a) and (b), I have the absolute right to rebut the pertinent facts that form the basis of each and every conclusion contained within reference (a). I have been and continue to be denied any substantive opportunity to do so in violation of my due process rights.

Further, prior to the CDA's recommendation to SECNAV to censure me, and prior to receiving SECNAV's censure, I was denied the opportunity to respond to the allegations that I violated Standards of Ethical Conduct for Employees of the Executive Branch, the Joint Ethics Regulation, and U.S. Navy Regulations. A standard ethics investigation would have allowed the discovery of evidence by obtaining input from all parties and the opportunity to respond to allegations. That did not occur. Instead, my first contact with this case occurred in July 2014 when the VCNO notified me via phone call that I would be receiving a visit from some "officials". I learned that the "officials" were investigators from the Defense Criminal Investigative Service and Naval Criminal Investigative Service. The investigators wanted to discuss my interactions with a defense contractor, Glenn Defense Marine Asia (GDMA), during my tenure as the Commanding Officer, USS RONALD REAGAN (CVN 76). I was made aware that the investigators had questions concerning some dinner events that I attended while deployed to the Seventh Fleet area of responsibility in 2006-07. Prior to meeting with the investigators, I submitted a written voluntary statement detailing what I recalled of my involvement with GDMA. I thought it was important to state all the facts that I could recall before any interview. In my voluntary written submission, I included documentation that the dinners I attended were official and approved for my attendance. I also stated

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that I recalled paying $70 dollars for my attendance at each of the dinners in 2006 and 2007.

In September 2014, I agreed to an interview with investigators. The interview was not recorded. Prior to the interview, I requested the opportunity to review any evidence that pertained to me but was denied. Even though I was denied access to any evidence, I still cooperated and agreed to be interviewed. My interview consisted of mostly questions about RADM Miller and gifts that he may have received. In both my interview and my voluntary written statement, I made it clear that I never received any gifts, of any type, from Leonard Francis or GDMA. I also emphasized that I never solicited any gifts from Leonard Francis or GDMA. During my interview, the investigators made it very clear that they were not investigating allegations of ethical misconduct. Rather, the investigators emphasized that they were investigating allegations of bribery, conspiracy to commit bribery, and disclosure of classified information. It is not clear to me whether an actual United States Navy ethics investigation was ever conducted before receipt of my letter of censure.

Unfortunately, 5 September 14 was the last time I was able to make a statement on my behalf. The Department of Justice (DOJ) quickly turned over my interview materials to Navy authorities, having found no evidence of criminal misconduct. In November 2014, I learned that my case was with the CDA, ADM John M. Richardson, Director of the Naval Nuclear Propulsion Program. I notified the CDA's legal advisor, Captain Kirk Foster, JAGC, USN, that I would continue to cooperate but was concerned that the information contained in the DOJ's investigation was incomplete or misleading with regards to facts that could potentially serve as the bases for allegations of ethical misconduct. However, I was never contacted by anyone prior to 9 February 2015, when I received reference (a) .

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In January 2015, ADM Richardson visited Japan. During this visit, I asked to discuss this matter with him, but he declined. Upon receiving my Secretarial Letter of Censure, I requested access to the evidence that formed the basis of censure so that I could exercise my right of rebuttal. But again it was denied. I also asked to speak to the SECNAV to discuss the merits of the censure; that too was denied.

Until receiving the Secretarial Censure, I was never notified of the specific allegations levied against me. I was never allowed the opportunity to participate and defend myself prior to the CDA determining that a Secretarial Censure was the appropriate disposition. After receiving my Secretarial Censure, I have repeatedly been denied access to any evidence and denied the opportunity to meet with SECNAV to provide additional and clarifying information. Given that I have been completely removed from the process and prohibited from reviewing any of the evidence, I have been denied my due process right to rebut the pertinent facts and conclusions contained in reference (a).

"You attended four GDMA-hosted dinner parties . . . By your own admission, you paid $70 for each of these dinners. The market value of each lavish dinner party was considerably more than $70.00 per person. Further, you stated to federal investigators that $70.00 was a reasonable amount to pay, or words to that effect." See Reference (a) at #2.

REBUTTAL

I do not dispute that I attended the four dinners that were mentioned in reference (a) over the course of two years. Three of these dinners occurred during the deployment of 2006 and one occurred in 2007. However, I maintain that $70.00 per person for each of these meals was a reasonable amount to pay. My superior at the time, Commander Carrier Strike Group SEVEN,

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directed that I attend the dinners during the 2006 deployment and approved of my attendance at one dinner in 2007. He was fully aware that the dinners were hosted by GDMA and widely attended by members of his staff and warfare commanders. As such, it was reasonable to assume that the cost I was told to pay adequately covered the cost of the meal. I am unable to more specifically rebut the alleged fair market value and cost of each meal because I have been denied access to that information.

My deployment as the commanding officer of USS RONALD REAGAN was the first time I had been in the Pacific area of operations since 1998. I had never heard of Leonard Francis or GDMA. I now know that dinners sponsored by GDMA and attended by naval officers had been a regular occurrence for years prior to our deployment in 2006 and many years after, for about a decade total.

As the carrier Commanding Officer, USS RONALD REAGAN, I reported to RADM Miller during the deployment of 2006. He was my direct supervisor and wrote my Report of Fitness. The first foreign port call ever for USS RONALD REAGAN was in Brisbane, Australia on the 2006 maiden deployment. It was my first overseas port call as a carrier commanding officer. RADM Miller had clear expectations for my participation in inport events. After media interviews with RADM Miller and myself, we hosted a reception for over 500 Australian guests onboard the ship. The next day, I accompanied RADM Miller on all our official calls, which included the Governor and Lord Mayor of Queensland. We were also guests of honor at a parade and ceremony for Australia Day on 26 January in Brisbane during that port call. I believe that my attendance at these events cemented the desire of RADM Miller to have me accompany him on all official events during a port call. He also invited other warfare commanders, such as the Airwing and Destroyer Squadron Commanders, to accompany him as well.

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I believed then and still believe now that my attendance at these dinners was part of my official duties. *See* 5 C.F.R. § 2635.204(g). I recall that RADM Miller attended the same three dinners that I attended on the 2006 deployment. My attendance at these dinners was directed, and expected, by RADM Miller. All warfare commanders were expected to attend and were formally tasked at our morning meetings prior to each port call. I recall that RADM Miller's SJA and designated ethics counselor, (b)(6), (b)(7)(C) JAGC, USN, attended these morning meetings. Prior to attending any of the four dinners in question, I discussed my wardroom's attendance with the COMCARSTRGRU Chief Of Staff. I also believe that I informed my SJA (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) JAGC, USN, that I would be attending these dinners. My SJA never expressed any concern. Given the attendance of my reporting senior, RADM Miller, as well as all other warfare commanders in our battle group, I made the reasonable assumption that attendance at the dinners had been approved by the COMCARSTRKGRU SEVEN SJA, (b)(6), (b)(7)(C)

I also reasonably believed that these were considered official dinners pursuant to governmental ethical regulations. *See* 5 C.F.R. § 2635.204(g)(1). The dinners were announced and listed on the official schedule of events for each port call. For example, the published official port schedule listed the second dinner that I attended as an "Official Dinner hosted by Deputy Chief of Navy, RMN, VADM Datuk Ramian Mohamed Ali. Attended by, US Embassy Guests, Naval Attache and husband, GDM Staff. Venue: Swiss Chalet Equatorial Hotel, KL." I included a copy of this official port schedule with the written voluntary submission that I provided to investigators, and directly to the CDA, reference (c). At that dinner, I sat next to the Deputy Chief of Navy, RMN, VADM Datuk Ramian Mohamed Ali.

Despite my understanding that this was an official dinner in which I was not *required* to pay, I thought it prudent to do so. *See* ALNAV 077/14 ("It is frequently prudent to return gifts, or to pay for them, rather than to accept them."). I directed the members of my wardroom to pay our fair share for the dinners. The meal consisted of several courses and some

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wine. I had no idea what type of wine was served or how much it cost. The price of our fair share was determined by interaction, via email, between my Supply Officer and GDMA. We were told by GDMA what to pay for the dinners, and we paid it. I paid it. I am not sure what other organizations in my battle group opted to pay for their meals, but my wardroom always paid for attendance at dinners involving GDMA. Prior to and after each dinner in question, I spoke with my Supply Officer to ensure that members of my wardroom paid. The cost of the dinner was added to our monthly mess bill and paid from our individual Navy Cash Card accounts.

During my interview with investigators in September 2014, they brought up the topic of the cost of a single dinner. The investigators indicated that when calculating the total cost of the event, to include rental costs associated with hosting the event combined with the expensive wines served, the fair market value per person exceeded $70 per person. In reference (a), the SECNAV states "For example, the total cost of one of the dinners was approximately $[illegible],061.50, which equates to $768.72 per attendee." No data is provided in reference (a) as to how that monetary amount was derived. Reference (a) also fails to mention the cost of any other dinner and appears to come from the same information that I previously discussed with the investigators regarding the cost of only one dinner. I have been provided no information as to what the actual cost of my meal was. For all the reasons listed above, I maintain that $70 seemed a fair cost for what I was served.

The fourth dinner event occurred in 2007 at the Spoon Restaurant in Hong Kong. As with the previous three dinners, I assumed this dinner to be an official event and that my attendance was approved by my new Strike Group Commander, RDML Charles Martoglio. Although he did not personally attend, members of his staff did, including (b)(6), (b)(7)(C). (b)(6), (b)(7)(C) specifically asked the COMCARSTRKGRU (b)(6), (b)(7)(C) (b)(6), (b)(7)(C), if COMCARSTRKGRU SEVEN staff members could attend the dinner. COS told (b)(6), (b)(7)(C) that the Strike Group Commander, RDML Charles Martoglio was not attending but if

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members of his staff chose to attend they would not be prevented from doing so. In addition, I also spoke directly with CAPT Conroy prior to the event who stated that we were approved to attend the dinner at the Spoon restaurant. Again, all members of my wardroom paid approximately $70 for the meal that was provided at this event. I have been shown no evidence to suggest that this amount was unreasonable or below market value.

"As a senior officer with over 25 years of service at the time, you knew or should have known that $70.00 per person was not the market value of these extravagant parties." See Reference (a) at #2.

"Given the frequency of the gifts which you received from Mr. Francis, especially as two dinners occurred on dates that were only a week apart, your actions would have led a reasonable person with knowledge of the relevant facts to believe that you used your public office for private gain again" See Reference (a) at #4.

REBUTTAL

My experience of 25 years as an officer in the United States Navy in no way prepared me to determine the market value of a GDMA-sponsored dinner. No part of my officer training or experience involved estimating the vintage of wines or the cost of a particular type of meal in a particular western pacific country. As stated previously, 2006 was the first overseas deployment of USS RONALD REAGAN, I had never attended any sort of event of this type at any time in my career, and these dinners had been occurring for several years over the span of numerous strike groups prior to our arrival. We relied on the bill that the husbanding agent provided to my Supply Officer to determine not only the cost of the dinners, but for a variety of other support costs for a carrier visiting a foreign port.

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Not once the fact that two of the dinners were "only a week apart" establish that a reasonable person would have reason that I was using my public office for private gain. Rather, their timing is merely a reflection of previously scheduled port calls and should have no bearing on this case. As stated in reference (a), I had nothing to do with the scheduling of port calls in the Seventh Fleet AOR. The dinners occurred in ports that had been scheduled months in advance by individuals well above my pay grade. Based on my experience at the time, reliance on my Staff Judge Advocate (SJA), deference to the Strike Group Commander, and prior custom and practices within the Seventh Fleet area of responsibility, my conduct and decisions as a United States Navy Captain were both objectively ethical and appropriate.

Ethics has always been a key part of my leadership style. No formal ethics training existed for United States Navy Captains when I assumed major command in 2005. The historical lack of ethics training for non-flag officers was an issue that I mentioned to the Chief of Naval Operations, ADM Greenert, at a Navy Flag Officer and Senior Executive Symposium event in 2012. A few years ago, well after my tenure on USS RONALD REAGAN, the Navy improved in this area by providing ethics indoctrination in pre-command training for senior officers.

As a flag officer, I continued my unrelenting emphasis on proper ethical conduct. I lead full ethics training for all front office staff, and my spouse, every quarter. During that training, we discuss recent IG investigations and all current ethics directives. I have kept a detailed log of all gifts received. They are handled appropriately. I am able to provide logs of all gifts received since I became a flag officer in 2010. Despite offering, I was never given the opportunity to present any of this information on my behalf. Had I been permitted to do so, my ethical conduct over the last nine years would have demonstrated that I have always taken the issue of ethics very seriously and I have always taken proactive steps to be in full compliance.

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The assumptions and decisions that I made in 2004 and 2005 while serving as the Commanding Officer, USS RONALD REAGAN were both reasonable and appropriate and confirmed by comparing my decisions and concurrence to those of other senior officers and SECNAV's treatment and disposition of those cases. References above are publicly available and discuss the DOD IG investigation into alleged ethical violations of ADM Stavridis in 2012. Despite 11 different violations of DOD ethics policy, ADM Stavridis "did not use his office for public gain". See Reference (e).

"The COMCARSTRKGRU SEVEN SJA provided a sworn statement on 21 November 2014 indicating that he does not specifically remember discussing these matters at the time and that, if he did discuss them, based on the description of the events which were provided to the COMCARSTRKGRU SEVEN SJA by the investigators, he does not believe that those seeking a legal opinion fully disclosed the relevant facts." See Reference (a) at #3.

REBUTTAL

I have been denied access to the 21 November 2014 sworn statement of the COMCARSTRKGRU SEVEN SJA and denied access to the summary of the interview of the COMCARSTRKGRU SEVEN SJA by NCIS and DCIS. This has prevented me from providing an adequate rebuttal to this allegation. However, COMCARSTRKGRU SEVEN SJA was clearly aware that COMCARSTRKGRU, RDML Miller, was attending GDMA-hosted dinners, and that any written ethical opinions regarding those dinner were filed in the COMCARSTRKGRU SEVEN SJA's office.

With approval of Assistant U.S. Attorney (b)(6), (b)(7)(C) my defense counsel conducted several interviews to prepare me for

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my interview with investigators on 5 September 2014. On [illegible] 2014, my defense counsel, (b)(6), (b)(7)(C) JAGC, USN, conducted a telephonic interview with the former COMCARSTRKGRU SEVEN SJA in question. During that conversation, the former COMCARSTRKGRU SEVEN SJA stated that he recalled there were several hosted dinners during the 2006 COMCARSTRKGRU deployment that were attended by his boss, RADM Miller. The COMCARSTRKGRU SEVEN SJA stated that he did not attend any of these dinners. The COMCARSTRKGRU SEVEN SJA also stated that, although he does not specifically recall the details of any of the dinners, he believes that these would have been classified as either official dinners or widely attended gatherings. See 5 C.F.R. § 2635.204 g), (i). COMCARSTRKGRU SEVEN SJA further stated that any written ethical opinions he drafted regarding these dinners would have been filed in the COMCARSTRKGRU SEVEN SJA office onboard the USS RONALD REAGAN (CVN 76).

"NCIS and DCIS investigators also interviewed your former RONALD REAGAN SJA with regards to these matters. He stated that he did not opine that you could legally engage in the described conduct. Furthermore, your former SJA stated that since he was not a designated ethics counsel, he knew that only the COMCARSTRKGRU SEVEN SJA would have issued legal opinions." See Reference (a) [illegible] #3.

REBUTTAL

I have been denied access to the summary of the interview of my former USS RONALD REAGAN SJA by NCIS and DCIS, thus limiting my ability to rebut any statements made by him. My former SJA routinely provided me with ethical guidance and he was aware that I was attending these dinners.

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On 15 July 2014, my defense counsel, (b)(6), (b)(7)(C) JAGC, USN, conducted a telephonic interview with (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) JAGC, USN, my former USS RONALD REAGAN SJA. During that interview my former SJA stated that he had previously attended the Staff Judge Advocate Course at the Naval Justice School. During that training, they discussed how/when social dinner events hosted by Leonard Francis, GDMA, could be ethically approved to attend. During my tenure as Commanding Officer, USS RONALD REAGAN, I relied heavily on my SJA, (b)(6), (b)(7)(C) JAGC, USN, for ethics advice. Of note, he (or his relief), were key in determining the disposition of the many gifts received by the USS RONALD REAGAN during the time period 2007-08. For example, I recall his legal opinions on a hotel upgrade donation to the ship from (b)(6), (b)(7)(C) totaling over $145,000, and a personal gift of a baseball jersey from the Washington Nationals that I noted in reference (a). I also consulted with my SJA when I was offered free tickets to a San Diego Padres game. We concluded that it would be unethical to accept them and therefore I did not. We routinely discussed ethics issues that arose throughout my Command Tour, and I reasonably relied upon his counsel.

"You further exercised poor judgment by issuing an official Bravo Zulu (BZ) message . . . . The lack of judgment in issuing the BZ message was aggravated by the fact that you distributed the endorsement within the days of attending one of the extravagant GDMA-hosted dinners" See Reference (a) at #5.

REBUTTAL

After every port call, the USS RONALD REAGAN sent dozens of "Bravo Zulu" (BZ) messages and letters to those who had helped make our port calls safe and successful. This is standard practice for any carrier Commanding Officer. These letters would be sent to everyone from city officials, to embassy personnel, to local police chiefs. My Secretarial Letter of Censure, reference (a), vaguely refers to an internal message I allegedly

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sent mentioning GDMA. Without further information, I am [illegible] to speculate that this is a reference to a message out [illegible] RONALD REAGAN, sent to COMLOGWESTPAC after a port call. This was an internal naval message, providing feedback on multiple issues. It was never intended to be publicly released and never intended to be used as an official endorsement of a contractor.

It is not clear why a normal post port call BZ message could somehow be linked to my attendance at these dinners. Reference (a) mentions that I sent the endorsement "within days" of one of the dinners. The dinners occurred during the port call while the thank you notes and messages were sent after the ship pulled out to sea. This is standard practice. More importantly, reference (a) fails to mention that I complained about GDMA port costs for the Malaysia port call during our post-cruise debrief. This brief was presented to CINCPACFLT, ADM Gary Roughead, Commander Fleet Forces Command, ADM John Natman, and the Chief of Naval Operations, ADM Mike Mullen. Clearly, I had no affinity nor was I pandering to GDMA when I stated repeatedly to senior leadership in 2006 that port costs in Malaysia were out of line with every other port we visited on our maiden deployment.

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I have served the United States Navy honorably for nearly 34 years. I have flown in combat missions from Libya in 1986 to Afghanistan in 2011. I have commanded successfully and ethically at every level. I was honored to receive the Defense Achievement Award, First Class, from the Japanese Maritime Self-Defense force and the Legion of Merit award, personally, from Commander U.S. Pacific Fleet two weeks ago at my change of command in Japan. For the reasons above, I feel strongly that I did not violate any ethical regulations by attending ever dinners over two deployments that were directed by RADM Miller, approved by his ethics counselor, and paid for by me. In light of the information presented in this rebuttal, the Secretarial Letter of Censure that I received on 9 February 2015 was not merited. I respectfully request that the Secretarial Letter of Censure, dated 23 January 2015, be rescinded and removed from my official record.

Very respectfully,

Terry B. Kraft

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20 END

From: RDML David R. Pimpo, SC, USN
To: Secretary of the Navy

Subj: REBUTTAL TO SECRETARIAL LETTER OF CENSURE

Ref: (a) Secretarial Letter of Censure dated 23 Jan 15

1. I have read reference (a) and take full responsibility for my actions while serving as Supply Officer on USS RONALD REAGAN, specifically those actions related to my interactions with Glenn Defense Marine Asia (GDMA). I would like to provide my voice to this narrative, however, since I was not given that opportunity before reference (a) was issued. Additionally, I have not been provided with the necessary materials to properly rebut reference (a). I have never seen an investigation nor have I viewed any other materials that were relied upon to substantiate reference (a).

2. I never knowingly accepted a gift from Mr. Francis, nor did I intentionally use my position for personal gain. I was naive and too trusting in my business relationship with GDMA, but it was never my intent to be either unethical or stray from Navy Standards. I was always focused on doing my best to support the crew and leadership of USS RONALD REAGAN and Carrier Strike Group SEVEN.

3. I have asked, through Counsel, to obtain copies of the evidence so that I may defend the accusations against me, but my Counsel was told nothing would be released for us to review. Given the length of time between my interactions with Mr. Francis and the issuance of my Secretarial Letter of Censure, it is impossible to rebut the allegations. That said, I will do my best to accurately recall information regarding what transpired nine years ago during my Seventh Fleet deployment.

4. When I purchased the USS RONALD REAGAN models I believed, without any doubt, that I was paying fair market value. That belief was based on my experience in the Seventh Fleet Area of Responsibility (AOR) years earlier when I was Supply Officer on the frigate, USS KNOX. KNOX was home-ported in Yokosuka, Japan and made several port calls to the Philippines. I saw, first hand, models of similar quality that were very inexpensive. I believed, since we were in the same AOR, that the price I was quoted was fair market value. A reasonable person who had spent time in the Philippines would surmise that the price I paid for the USS RONALD REAGAN models was market value for that AOR. If I knew the models cost more, I would have paid more or not

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purchased them. Based on my prior experience, I did not question the price Mr. Francis quoted me. Because I was directed by the command to conduct business with Mr. Francis, I had no reason to believe that he was not honest in his dealings with me and the leadership of USS RONALD REAGAN. No one in my chain-of-command had ever indicated to me that he was not trustworthy. The quoted price seemed fair and I provided investigators with a copy of the cashed check that I used to pay for the ship models.

5. Furthermore, it was never my intention to purchase the models from or through GDMA. My intent was to purchase the models directly from the manufacturer. I saw a USS RONALD REAGAN model and asked for the business card of the vendor who made it so I could make my purchase directly from the company. No business card was available and GDMA volunteered to contact the manufacturer for me. I did not believe that agreeing to let GDMA contact the manufacturer on my behalf was an unethical practice. My belief was that GDMA would have done the same for anyone who asked. If I would have received the business card from the manufacturer I do not believe the purchase of the models would have been questioned. I believed I was actually purchasing the models from a manufacturer and did not look at GDMA being the go-between as a personal service.

6. Reference (a) indicated that I attended three lavish dinner parties and paid less than the actual cost. I believe we paid more than reference (a) stated but I cannot prove it. I do not recall these dinners being "lavish" or "extravagant" and did not believe we were paying below market cost for dinner. If the fair market value of the dinners was higher than we were charged, I was (b)(7)(A), (b)(7)(E) I did not believe (b)(7)(A), (b)(7)(E) Nine years ago I was naive because I trusted that someone whose company had a contract with the US Navy would be honest. I had no intention of being unethical. I also believed that the Staff Judge Advocate had cleared the dinners as long as we paid and it was acceptable to attend. Given that the dinners were, to my knowledge, approved by the chain-of-command, I had no reason to believe I was doing anything improper.

7. Reference (a) stated that I told investigators I could not tell the difference between a $50 dinner and a $500 dinner because I was not savvy enough to know. That is actually a misstatement by the investigators and they did not record my interview. Anything relating to my interview was based on the investigator's notes. That particular exchange concerned wine

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prices, not dinner prices. I mentioned that I could not tell the difference between a $50 bottle of wine and a $500 bottle of wine, and I believed most people, regardless of how savvy they are, could not. I am not now, nor was I then, a wine connoisseur. The price of wine can vary to a high degree without a layperson realizing the difference. The cost of wine or even the cut of meat could significantly change the total cost of a dinner. I had no idea the dinner cost (b)(7)(A), (b)(7)(E) (b)(7)(A), (b)(7)(E) If I had, I would have paid the true amount or not attended. I believe all the other guests at the dinner would have done the same. I believed what (b)(7)(A), (b)(7)(E) told me. The price GDMA paid per reference (a) seems completely out of line from the quality of food I experienced at dinner.

8. I never sought to "secure tour services" for senior leader (b)(6), (b)(7)(C) If the tours did happen, which I have no reason to doubt, it would have been suggested by GDMA and my mistake was that I did not turn it off. In viewing this through a 2015 lens, I should have been more aggressive at declining what I believed to be a kind gesture. I did not believe at the time that this was an ethical conduct issue.

9. Reference (a) stated that I "accepted the improper gift of lodging reservation services" while trying to secure rooms for senior leadership. Naively, I was not aware that this was outside the scope of the contract because I recalled GDMA assisting with MWR hotel reservations for the crew. I do not recall the specifics of the situation but I will state my intentions were in the best interest of the crew and the chain of command. I was trying to do this on my own using the internet, but our connectivity underway was spotty at best. Receiving help ashore seemed like an appropriate option.

10. I did not believe that sending a Bravo Zulu message to the logisticians in the AOR stating GDMA performed well was anything other than an honest assessment. I thought it would be helpful to Navy personnel who would be making business decisions in the future. I did not know, nor, based on my knowledge, did anyone at my command know that Mr. Francis was conducting criminal activity at the time. I deny that Mr. Francis was influencing the performance of my official duties. I did not know my actions were improper.

11. At the Naval Academy I was taught to never lie, cheat or steal. I take that statement very seriously. I am a man of high moral character and ethics and I want to apologize for my actions. As I stated earlier, I never intentionally meant to

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engage in any improper activity and did not believe that what I was doing nine years ago was contrary to the Navy or ethical environment of the time.

12. Viewing actions taken in 2006 with a 2015 lens is, in many ways, a difficult optic to gauge. Relationships between Strike Groups and husbanding agents have changed dramatically over the past 30 years of my career and have continued to evolve in the nine years since my time aboard REAGAN. Void of any formal training concerning interactions with husbanding agents, I relied on behavior that I observed from well-respected bosses and mentors to make my decisions; decisions I believed were ethical and adhered to Navy standards.

13. Looking back, I was not prepared to face the ethical challenges supply officers face when dealing with husbanding agents. Future supply officers must receive specific, scenario-based training before interacting with husbanding agents. Nine years ago, as an O-5 CVN supply officer, I did not have the benefit of having had a command tour; nor did I have the hindsight of being a Flag Officer, with the additional experience and training that would have guided my decision-making. Even though I was only a department head aboard REAGAN, I was exposed to ethical challenges faced by CVN Commanding Officers and Strike Group Commanders, yet I did not have the benefit of the same level of legal or ethical training. I wish I had, as I would have been better prepared to make decisions. To my knowledge, all my interactions with Mr. Francis and GDMA were approved by my chain-of-command.

DAVID R. PIMPO

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10 END

4 May 15

From: RDML David R. Pimpo, SC, USN
To: Secretary of the Navy

Subj: STATEMENT CONCERNING RETIREMENT GRADE DETERMINATION

Ref: (a) CNP ltr dtd 25 Mar 15

Encl: (1) Endorsement from VADM Ed Straw, SC, USN (Ret)
(2) Endorsement from VADM Mark Harnitchek, SC, USN (Ret)
(3) Endorsement from VADM Andy Brown, SC, USN

1. Mr. Secretary, I am in receipt of reference (a). Upon retirement, I will have served over 30 years in the Navy. I respectfully request to retire at the rank of Rear Admiral (Lower Half) based on my honorable service. I have decided to submit this statement with enclosures for your consideration.

2. From the beginning of my career, I have maintained the highest standards of honor, courage and commitment. I grew up in a family where I was taught to always do the right thing and to trust and take care of others. Lying and cheating were not tolerated. Based on my upbringing, attending the United States Naval Academy seemed like the perfect fit. I graduated from Annapolis in 1986 after lettering three years and starting two years as a varsity football player. I was commissioned as a Supply Corps officer and, after Supply Corps School, accepted orders to USS KNOX (FF 1052) homeported in Yokosuka, Japan.

3. I excelled aboard KNOX as the Disbursing and Sales Division Officer, setting record sales and confidently passing a surprise disbursing audit. After counting over $1 million in my safe, the auditor stated I was under balance by one dollar. I had balanced my cashbook the night before so I quickly stated he needed to count again. He said he had been doing his job for over 20 years and had not made a mistake. I told him there was always a first time. Upon recounting, he found his mistake and was impressed with my confidence and character. So much so that he reiterated this experience with my Commanding Officer, CDR Greg Maxwell, during the audit out-brief. CDR Maxwell gained such trust and confidence in me through that and other acts of integrity that, after 14 months, he fleeted me up to Supply Officer, making me the only Lieutenant Junior Grade in the Navy to be the Supply Officer Department Head of a frigate or destroyer.

4. After being promoted to Lieutenant and completing a successful tour as a Naval Acquisition Contracting Intern at the Naval Air Systems Commander, I interviewed and was selected as Aide de Camp to VADM Edward M. Straw, Director of Defense Logistics Agency (DLA). I received one-year orders but, after six months, proved my mettle and was asked to extend. I ended up completing two full years as VADM Straw's Aide.

5. While at DLA, I was selected into a highly competitive, Navy-sponsored, post-graduate program whereby I could pursue a Master of Business Administration from a nationally ranked business school. I then applied and was accepted at the Darden Graduate School of Business at the University of Virginia. This program expanded my business horizons and exposed me to the most cutting-edge business practices in the private sector. I graduated from Darden in 1997 and was excited to bring my fresh ideas back to the Navy.

6. I reported to the newly commissioned USS JOHN C. STENNIS (CVN 74) as Assistant Supply Officer and began the task of transitioning the Supply Department from a pre-commissioning group to an operational team focused on the responsibility of our maiden deployment. Preparations included integrating a new air wing and Carrier Strike Group into the ship's routine as well as facilitating key maintenance, supply and air wing relationships. An especially challenging aspect of STENNIS' maiden deployment was establishing and maintaining a logistics pipeline that stretched around the globe. The maiden deployment track would take us from Norfolk and, after being on station in the Arabian Gulf and circumnavigating the globe, conclude in our new homeport of San Diego. By all measures the deployment was a success, and Supply Department was awarded the Blue "E" for supply excellence and the ship earned the first ever joint AIRLANT/AIRPAC Battle "E".

7. It was after STENNIS arrived in San Diego that I met my future wife in a bible study in Coronado. I received orders to the Naval Inventory Control Point (NAVICP) in Philadelphia and we were engaged and married soon after I reported aboard. At NAVICP, I was assigned as Aviation Support Equipment Integrated Weapons System Team (IWST) lead. I reduced unfilled orders by 35% in just 10 months and reshaped logistics paradigms by brokering a $65 million deal with private industry that bought support, not parts, for aviation test equipment and saved $14 million and guaranteed readiness. I was then selected by NAVICP Commander, RADM Mike Finley, to be the coveted Aircraft Engines IWST. I took over during OPERATION ENDURING FREEDOM (OEF) and

attacked OEF's 35% operational tempo increase and 54% repairable demand increase by leveraging every organic and commercial repair source. I articulated Fleet requirements and justified an additional $101 million in emergent funding. I also ensured my $500 million budget was flawlessly executed as critical spares flowed uninterrupted to the war fighter.

8. After NAVICP, I received orders to the staff of Commander, Naval Air Forces (CNAF) where I was assigned as the aircraft carrier supply department inspector. My team responded to the unprecedented accelerated deployment of five aircraft carrier strike groups and two naval air stations in four months; a grueling pace by any standard. I then became the CNAF Assistant Force Supply Officer where I was tasked with organizing the merger of supply departments of Commander, Naval Air Force Atlantic and Commander, Naval Air Force Pacific to form one cohesive supply department under the Commander, Naval Air Forces banner. My creative approach yielded a 27% manpower savings.

9. I was then selected to the Supply Corps Sea Slate and assigned as Supply Officer of USS RONALD REAGAN (CVN 76) and immediately embraced the task of getting another aircraft carrier prepared for her maiden deployment. Logistics readiness and services for REAGAN were solid as we deployed to support Operations IRAQI FREEDOM and ENDURING FREEDOM. After returning to homeport, I crafted a post-deployment sustainment plan that kept the supply department ready and enabled REAGAN to execute a short-notice surge deployment. During my tour as REAGAN Supply Officer, we swept all supply related awards including the Edward F. Ney Award for having the best aircraft carrier food service operation, Sales and Service Best of Class award for having the best Ship's Store operation afloat, and two consecutive Blue "E" awards for logistics excellence.

10. My first joint assignment was in US Northern Command's (USNORTHCOM) Standing Joint Force Headquarters (SJFHQ) were I was assigned as the Logistics lead. I saved the taxpayers $800,000 through prudent business decisions that eliminated the need for costly warehouse space. I also overcame serious logistics hurdles and deployed time-critical communications gear, providing DoD's first Full Motion Videos during the 2007 California wildfires. However, after our Deputy Commander (an Army Colonel, infantry) was chosen to lead the NORAD/USNORTHCOM Command Center, I was selected to replace him as Deputy over three other joint-service O-6s who were much more senior than me. I was very proud of that selection since, as a staff corps officer, I was asked to fill a line officer position. As Deputy

Commander, I coordinated USNORTHCOM forward support to five FEMA regions for consecutive hurricanes GUSTAV, HANNA and IKE, the 2008 Democratic National Convention, Mt. Redoubt eruption, 2009 POTUS Inauguration and G20 Summit.

11. While at USNORTHCOM I received orders as Commanding Officer, Naval Supply Systems Command (NAVSUP) Fleet Logistics Center San Diego (FLCSD). After a very successful one year in command I was hand-picked by the new NAVSUP Headquarters Commander to join his staff as Operations Officer. There I created a dynamic operations and policy directorate from two disparate functional groups. The resulting organization made NAVSUP more agile, responsive and Fleet-focused.

12. The list of accomplishments above led to me being one of only two Supply Corps Captains selected for Flag rank in 2012. My first Flag assignment was as Commander, DLA Land & Maritime (DLA L&M), after being selected by DLA Director, VADM Mark Harnitchek, over other Army and Navy logisticians. Leading one of DLA's three hardware inventory control points, I eliminated $170 million in inventory while increasing parts availability. When I transferred, we were on a track to eliminate an additional $700 million in inventory. During the two years I was in command, I increased parts availability to over 90%, drove customer wait time down 81% and reduced part backorders by 33%. VADM Harnitchek stated that, in the 53-year history of DLA, no DLA General or Flag Officer posted metrics this good.

13. After leaving DLA L&M I was assigned my second consecutive Flag command when I took over NAVSUP Weapon Systems Support. I quickly realized there was a disconnect between leadership and the workforce. I also found certain key logistics areas were being ignored. I immediately addressed those concerns and put in place a process, with short and long-term goals, that would address ownership and accountability at all levels and provide lasting, systemic change moving forward.

14. I have served aboard ships at sea for almost eight of the 30 years I have been on active duty. Since being married in 2000, I have been geographically separated from my wife for eight of the last 15 years. I have often put the needs of the Navy [redacted] (b)(6) [redacted] (b)(6) [redacted] (b)(6) My wife has made incredible sacrifices in both her personal and professional lives to support my career and to do what the Navy has asked us to do. She, along with my family, colleagues, shipmates and friends are baffled and deeply

saddened by the recent turn of events in my career. I have always served my country honorably with he highest standards of duty and ethical behavior. Those who have served with me will attest to that fact. Enclosures (1) through (3) are just a small sample of the support I am receiving. As a Flag Officer I have had two consecutive commands (rare for a Supply Corps officer) and excelled at each one of them. I believe I have made distinctly positive contributions to our Navy and will leave the Navy much better than when I arrived. In light of the totality of my career, I respectfully request to be retired at the grade of Rear Admiral (Lower Half). Thank you for your consideration.

DAVID R. PIMPO

VADM Edward M. Straw, SC, USN (Ret)
455 Central Park West
New York, New York 10025
(917) 679-2199

April 24, 2015

The Honorable Ray Maybus
Secretary of the Navy
1000 Navy Pentagon
Washington, DC 20350-1000

Subj: Retirement Endorsement for RDML David R. Pimpo, SC, USN

Dear Mr. Secretary:

I am writing in support of Rear Admiral (Lower Half) David Pimpo being allowed to retire at his current grade. I am very familiar with the circumstance surrounding his decision to retire and want to add what I consider to be necessary context regarding the accusations against him.

I have known David since selecting him as my Flag Lieutenant in 1991 and I have closely mentored him throughout his 30-year career. He was selected for Flag in March 2012 and one of my proudest moments was when I had the privilege of promoting him to Rear Admiral in October 2013. I have taught him many valuable lessons over the years, but unlike many young officers, David did not need any training when it came to ethics and honesty. In these critical areas he has always had uncompromising standards.

Simply put, you will not find a more honest, ethical, caring or dedicated naval officer than David Pimpo. Rear Admiral Pimpo embodies honor, courage, commitment, integrity, and character. He is a man of unwavering Christian faith and I have consistently seen him demonstrate how his faith is the guiding light for his life--including the difficult time he is facing today. For example, I strongly recommended to him that he should decline to retire, hire a lawyer and request a board of inquiry so that his side or this story could be told. His response was to decline my recommendation saying that the Lord has a plan for him and that he believes he will be treated fairly by the Navy.

So, the idea that Rear Admiral Pimpo knowingly did something dishonest or purposely unethical during his association with Glenn Defense Marine Asia (GDMA) nine years ago is simply not possible—given his religious beliefs and historical performance. David Pimpo is simply incapable of dishonesty.

I am writing you directly because, as you make a retirement grade determination on Rear Admiral Pimpo, I believe it is important that you hear the truth about his character from someone who knows him extremely well and considers him like a son.

From my perspective sir, the input you have received to this point has been one-sided and based on conjecture without adequate context. Specifically, I will shed some light on (then) Commander Pimpo's interaction with Glenn Defense Marine Asia (GDMA), and the Navy Inspector General (IG) report where (then) Captain Pimpo accompanied his boss, Rear Admiral Mark Heinrich on a well-documented business trip to the United Kingdom (UK) in 2012.

Mr. Secretary, I do not believe issuing Rear Admiral Pimpo a censure letter was warranted regarding his interaction with GDMA. I have talked at length with Rear Admiral Pimpo and he told me the interactions that took place nine years ago when he was an O-5 were done with the best intentions and he believed he was acting within ethical guidelines and within Navy standards of conduct. I assure you sir that he would not lie to me on this or any other subject--and I believe him. I know he has written you and shared his perspective of the accusations contained in the censure letter. I respectfully request you read it carefully and put in context the fact that he was a the Supply Department Head doing his best to support his commanding officer, the strike group commander and the crew. He has never seen the evidence against him nor did he get a chance to share the context or his intent of his actions with you or any senior leaders until after the censure letter was issued.

As a former aircraft carrier supply officer myself, I fully understand the difficulty of supporting a carrier and its strike group with a supply chain that stretches thousands of miles. We were trained to build close relationships with husbanding agents in order to ensure quality port services and obtain emergent, critical spare part requirements and morale enhancing fresh fruit, vegetables, milk, eggs, ice cream, etc. At times this relationship would include having dinner with the husbanding agent where we were trained to pay our share of the meals. When Rear Admiral Pimpo says the he paid his share of what he considered the reasonable bill—I believe him.

One last critical point of context I must share regards the Consolidated Disposition Authority calling REAGAN's Bravo Zulu (BZ) naval message to COMLOGWESTPAC and Commander Pimpo's email to the Commander of the Fleet Industrial Supply Center in Yokosuka an egregious endorsement of GMDA. It has always been common practice to assess and report the husbanding agent's performance to Navy leaders so they could adequately evaluate the husbanding agent. This was an internal Navy message and was never intended to be, nor was it, an endorsement of GDMA. As I requested earlier in this letter, I urge you to personally read Admiral Pimpo's rebuttal to all charges. He does a far better job than my quick summary.

Lastly, I must comment on the Navy IG investigation into Rear Admiral Heinrich's travel to the UK--as it does not accurately reflect (then) Captain Pimpo's involvement. First and foremost, this was Rear Admiral Heinrich's trip and he decided which flight to take and at which hotels they would stay. Captain Pimpo simply accompanied his boss on the trip and had no reason to question his 2-star boss regarding arrangements. The IG finding pointed to an administrative error that was easily corrected. As soon as Captain Pimpo, who had never traveled overseas, became aware that he was paid above per diem and that the flight was not contract air, he immediately and voluntarily wrote a check to the US Treasury

paying the difference. In other words, he did the right thing without being told to do so. This information was not included in the IG report and certainly was not announced in the media's coverage of the investigation. The length of this investigation also delayed Captain Pimpo's promotion to Rear Admiral and has contributed to his lack of time in grade as a Flag Officer.

I know, if asked, Rear Admiral Pimpo could provide dozens upon dozens of endorsement letters from superiors and juniors alike, all stating he is one of the best leaders and most ethical officers with whom they have ever served. He is a well-respected mentor and trusted advisor and has excelled as a commanding officer in two consecutive commands at the Flag level. The bottom line is this Mr. Secretary--the way Rear Admiral Pimpo is being portrayed to you is not an accurate reflection of who he truly is. I am still very much involved with the Department of Defense Science Board, the Navy and the Supply Corps, and I stay close to many Flag and General officers, both active and retired. Rear Admiral Pimpo's reputation among these professionals is unmatched. He is known for his motivational and caring leadership, ethical approach and unwavering commitment to our nation, his mission, subordinates and superiors.

Mr. Secretary, I respectfully request that you allow Rear Admiral Pimpo to retire in his current grade. He has demonstrated superior leadership and sacrifice throughout his 30-year career and in the 18 months he has served as a Flag officer.

In closing, very few Supply Corps officers are selected to Flag rank, and their records are meticulously screened during the board process. I have seen Rear Admiral Pimpo's record and it is stellar and spotless. I believe he has served honorably and is deserving of retiring as a member of the Flag community.

With my great respect and thanks for your service to our Nation.

Edward M. Straw

Edward M. Straw

4 May 2015

Mark Harnitchek, VADM, USN (Ret)
9801 Portside Drive
Burke, VA 22015

Secretary of the Navy
1000 Navy Pentagon
Washington, DC 20350-1000

Dear Mr. Secretary,

I am writing in support of Rear Admiral David Pimpo's request to retire in his current grade. I realize this is a "big ask" given the high profile of the Glenn Defense Marine investigation and the fact that RDML Pimpo had a substantiated IG finding when he was an O-6. My intent is to provide some context around these issues.

I have known RDML Pimpo more than 20 years, and he worked for me twice -- in 1999 as a LCDR and from 2012-2014 as one my Commanding Officers in the Defense Logistics Agency (DLA). In the DLA job, I picked RDML Pimpo from a well-credentialed field of joint candidates, many with better logistics and acquisition bona fides, because I knew that, when faced with the literally thousands of moral, financial or operational decisions, RDML Pimpo would do the right thing – and he always did.

It was during his DLA tour that he and another O-6 were included in a sweeping Navy IG investigation of RADM Mark Heinrich, then CAPT Pimpo's superior.

a. The investigation covered 12 months and 49 periods of RADM Heinrich's TAD. The investigation substantiated 8 allegations of RADM Heinrich's brazen disregard for the Defense Travel Regulations, accepting gifts from prohibited sources, misuse of subordinates' official time, exceeding per diem rates, non-use of contract airfare, et al.

b. During one of these trips, CAPT Pimpo and the other O-6 accompanied RADM Heinrich. The trip was planned by RADM Heinrich's staff, did not use contract airfare and exceeded per diem rates for lodging -- ~$450.00 in additional expenses, which CAPT Pimpo immediately remitted to the Navy. Of note, the IG found no further issues with CAPT Pimpo's travel.

As RDML Pimpo's commander, I adjudicated this IG report and made my disappointment very clear. I will admit, however, this was a "there but for the grace of God go I" moment, i.e., your two-star boss' staff plans the trip, makes the travel and lodging arrangements, and you go because you assume, incorrectly in this instance, your chain of command is doing the right thing. Be that as it may, the investigation was substantiated against all concerned.

With respect to the Glenn Defense Marine investigation, I appreciate the atmospherics surrounding the issue and agree that guilty people must be held accountable.

However, we did not set the conditions for success. Pacific Fleet CVN Commanding Officers, Supply Officers and Battle Group Commanders did not have an exquisite understanding of the rules concerning gifts from prohibited sources. Likewise, our leaders were ill-equipped to understand how to maintain a professional, but arm's-length relationship, with husbanding agents. Consequently, our subordinates were not adequately prepared to deal with criminals who were fully prepared to take advantage of them. So when RDML Pimpo states he paid what he believed was proper for the dinners and the ship models he purchased, I believe him.

RDML Pimpo's career over the long haul was superb, resulting in selection to Flag. Although the above-mentioned instances have mitigating circumstances, RDML Pimpo is accountable for his actions and his career is over. The collateral issue is now whether or not to allow RDML Pimpo to retire as an O-7. I believe that retirement as an O-6 tips the scale too far and does not take into account the context and circumstances of his actions, our shortcomings as an institution and an otherwise honorable career.

Therefore, in the spirit of justice served and allowing some degree of dignity for an officer who has served with distinction, I strongly recommend that RDML Pimpo retire as an O-7.

Sincerely and very respectfully,

Mark Harnitchek, VADM, USN (Ret)

30 Apr 15

From: VADM William A. Brown, SC, USN
To: Secretary of the Navy
Via: RDML David R. Pimpo, SC, USN

Subj: RETIREMENT ENDORSEMENT REGARDING RDML DAVID R. PIMPO, SC, USN

1. Mr. Secretary, I am writing to respectfully recommend RDML David Pimpo be permitted to retire in his current grade.

2. Brevity does not allow me to adequately describe the impact RDML Pimpo has made on our Navy, the Supply Corps and our sister services. During his career he has poured his heart and soul into the men and women he led and has given his professional life selflessly supporting the war fight. He has been assigned and mastered some of the most challenging and pressure-filled jobs throughout the Department of Defense.

3. For over 30 years, David and his family have endured long separations, life-threatening illness and countless sacrifices, all in service to our great nation. I personally attest David has served with the highest sense of honor, courage and commitment. David is an exceptional naval officer and person. I am proud to call him my shipmate and friend. You will not find a more sincere leader, mentor, or trusted advisor.

4. Therefore, I respectfully recommend RDML David Pimpo be allowed to retire as an RDML and remain a valued member of our Flag wardroom in retirement. I submit that it is the right thing to do as there is much he can contribute in retirement to continue to serve the Navy. I am leaning forward in this case because in all my experience, David has always served with the highest ethical standards and I have always valued him as the top performer on our team. Thank you for your full consideration, Sir.

Sincerely and Very respectfully,

WILLIAM A. BROWN
Vice Admiral, SC, USN

DEPARTMENT OF THE NAVY
NAVAL NUCLEAR PROPULSION PROGRAM
NAVAL SEA SYSTEMS COMMAND (SEA 08)
1333 ISAAC HULL AVENUE SE
WASHINGTON NAVY YARD DC 20376-8010

5800
Ser 08B-MP/0208
13 Feb 15

From: Commander, Military Personnel Detachment, Office of Naval Reactors, Department of Energy
To: Naval Inspector General

Subj: ADVERSE INFORMATION ICO [redacted] (b)(7)(A) USN

Ref: (a) VCNO CDA Memo dtd 28 Mar 2014
(b) 5 C.F.R. § 2635.202
(c) 5 C.F.R. § 2635.203
(d) Article 0802, U.S. Navy Regulations
(e) DoDI 1320.04

1. As the consolidated disposition authority (CDA) for the Glenn Defense Marine Asia (GDMA) matter per reference (a), I determined that a preponderance of the evidence substantiates that in 2006 and 2007, while serving as [redacted] (b)(7)(A) [redacted] (b)(7)(A) exercised poor judgment by attending multiple dinners with Mr. Leonard Francis, the President of GDMA, a defense contractor and, therefore, a prohibited source per references (b) and (c). Through (b)(7)(A) repeated acceptance of improper gifts from Mr. Francis, [redacted] (b)(7)(A) failed to display the requisite leadership by personal example that is required by reference (d) of all commanding officers and their subordinates.

2. More specifically, I determined that the evidence substantiates the following:

a. On 9 Feb 2006, while serving as [redacted] (b)(7)(A) [redacted] (b)(7)(A) accepted the improper gift of a GDMA-hosted dinner party in Singapore from Francis.

b. On 4 June 2006, while serving as [redacted] (b)(7)(A) [redacted] (b)(7)(A) accepted the improper gift of a GDMA-hosted dinner party in Kuala Lumpur from Francis.

c. On 11 June 2006, while serving as [redacted] (b)(7)(A) [redacted] (b)(7)(A) accepted the improper gift of a GDMA-hosted dinner party in Hong Kong from Francis.

d. On 10 Mar 2007, while serving as [redacted] accepted the improper gift of a GDMA-hosted dinner party in Hong Kong from Francis.

e. While serving as [redacted] violated the Standards of Ethical Conduct, which are applicable to all employees of the Executive Branch of the U.S. Government, due to the frequency in which [redacted] accepted numerous gifts from Francis.

3. The above findings constitute adverse information in accordance with reference (e). While the allegations are substantiated, it is important to understand the context of the events and place them in the proper perspective. I have concluded that there are significant mitigating factors, including:

[redacted]

[redacted] continues to be a significant contributor and valued senior leader in the Navy.

4. My point of contact for this matter is [redacted] USN. [redacted] may be reached at [redacted] or [redacted]

J. M. RICHARDSON

Copy to:
CNP [redacted]

DEPARTMENT OF THE NAVY
NAVAL NUCLEAR PROPULSION PROGRAM
NAVAL SEA SYSTEMS COMMAND (SEA 08)
1333 ISAAC HULL AVENUE SE
WASHINGTON NAVY YARD DC 20376-0010

5800
Ser 08B-MP/0206
13 Feb 15

From: Commander, Military Personnel Detachment, Office of Naval Reactors, Department of Energy
To: Naval Inspector General

Subj: ADVERSE INFORMATION ICO [redacted] (b)(7)(A) USN

Ref: (a) VCNO CDA Memo dtd 28 Mar 2014
(b) 5 C.F.R. § 2635.202
(c) 5 C.F.R. § 2635.203
(d) Article 0802, U.S. Navy Regulations
(e) DoDI 1320.04

1. As the consolidated disposition authority (CDA) for the Glenn Defense Marine Asia (GDMA) matter per reference (a), I determined that a preponderance of the evidence substantiates that from Apr 2005 to Sep 2006, while serving as [redacted] (b)(7)(A) [redacted] (b)(7)(A) on deployment with Carrier Strike Group SEVEN (CCSG 7), [redacted] (b)(7)(A) USN, displayed poor judgment when [redacted] (b)(7)(A) maintained an overly-friendly relationship with and accepted improper gifts in the form of extravagant dinner events from Mr. Leonard Francis, the President of GDMA, a defense contractor and a prohibited source per references (b) and (c). [redacted] (b)(7)(A) failed to demonstrate the proper ethical example for other officers in accordance with reference (d).

2. More specifically, I determined that the evidence substantiates the following:

a. On 9 Feb 2006, while serving as [redacted] (b)(7)(A) [redacted] (b)(7)(A) accepted the improper gift of a GDMA-hosted dinner party in Singapore from GDMA, a prohibited source.

b. On 4 Jun 2006, while serving as [redacted] (b)(7)(A) [redacted] (b)(7)(A) accepted the improper gift of a GDMA-hosted dinner party in Kuala Lumpur from GDMA, a prohibited source.

3. The above findings constitute adverse information in accordance with reference (e). While the allegations are substantiated, it is important to understand the context of the

events and place them in the proper perspective. I have concluded that there are significant mitigating factors, including:

(b)(7)(A)

(b)(7)(A) continues to be a significant contributor and valued senior leader in the Navy.

4. My point of contact for this matter is (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) USN. (b)(6), (b)(7)(C) may be reached at (b)(6), (b)(7)(C) or (b)(6), (b)(7)(C)

J. M. RICHARDSON

Copy to:
CNP (b)(6), (b)(7)(C)