

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:13-cr-278-Or1-37DAB

EDWARD J. MANGO

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Lee Bentley, III, Acting United States Attorney for the Middle District of Florida, and the defendant, EDWARD J. MANGO, and the attorneys for the defendant, Kepler Funk, Esquire, Alan Diamond, Esquire, and/or Keith Szachacz, Esquire, mutually agree as follows:

A. **Particularized Terms**

1. **Count Pleading To**

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with acts affecting a personal financial interest, in violation of 18 U.S.C. § 208(a).

2. **Maximum Penalties**

Count One carries a maximum sentence of 5 years' imprisonment, a fine of \$250,000, a term of supervised release of not more than 3 years, and a special assessment of \$100 per felony count for individuals, and \$400 per felony count for persons other than individuals, such as corporations. With respect to

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certain offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

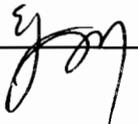
3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

- First: The defendant was an officer or employee of the Executive Branch or of an Independent Agency of the United States government;
- Second: The defendant participated personally and substantially in his or her role as an officer or employee;
- Third: The participation was in a judicial or other proceeding, application, request for ruling, or other determination, contract, claim, controversy, charge, accusation, arrest, or other particular matter;
- Fourth: The defendant knew he or she had a financial interest at the time; and
- Fifth: The defendant acted willfully.

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

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5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG § 3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.4., the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant

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has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. To ensure that this

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obligation is satisfied, the Defendant agrees to deliver a check or money order to the Clerk of the Court in the amount of \$100, payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provides for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

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4. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P.

32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in

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order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

5. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

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6. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

7. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

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8. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

9. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those

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rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

10. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

11. Entire Agreement

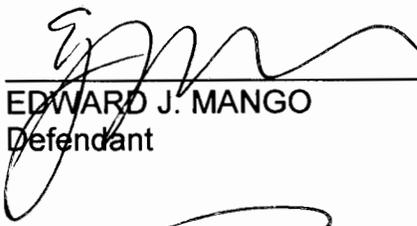
This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

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12. Certification

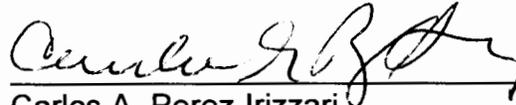
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 13th day of November, 2013.


EDWARD J. MANGO
Defendant

A. LEE BENTLEY, III
Acting United States Attorney
By: 
Vincent A. Citro
Assistant United States Attorney


Kepler Funk, Esquire,
Alan Diamond, Esquire, or
Keith Szachacz, Esquire
Attorneys for the Defendant


Carlos A. Perez-Irizzari
Assistant United States Attorney
Chief, Orlando Division

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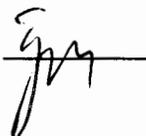
EDWARD J. MANGO

PERSONALIZATION OF ELEMENTS

At the time alleged in the Information:

1. Were you an officer or employee of the National Aeronautics and Space Administration (NASA), which was part of the Executive Branch of Government of the United States?
2. Did you participate personally and substantially in your official role as an officer or employee in a judicial or other proceeding, application, request for ruling, or other determination, contract, claim, controversy, charge, accusation, arrest, or other particular matter, regarding a NASA employee with the initials C.T.?
3. Did you know when you did that you had a financial interest with C.T. at that time?
4. Did you act willfully?

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FACTUAL BASIS

During the time alleged in the Information, EDWARD J. MANGO (MANGO) was a Senior Executive Service employee, who worked for the National Aeronautics and Space Administration (NASA) as the manager of the commercial crew program (CCP) at the Kennedy Space Center (KSC) in Brevard County. NASA assigned C.T., who was a GS-13, to the CCP to assist the program. Although MANGO did not directly supervise C.T., C.T. worked for MANGO and interacted with him regularly.

In December 2012, state authorities arrested C.T. MANGO took a cash advance on his credit card and provided it to C.T., so C.T. could retain a prestigious law firm to represent C.T. in the state criminal proceedings. C.T. agreed to repay MANGO the full amount of the loan and any interest he accrued on his credit card. Although MANGO drafted an agreement, it was never executed because neither knew how to draft or enter into a legal agreement. After a series of events, and before the State criminal proceedings were disposed of, C.T. was subjected to the NASA disciplinary process.

Within hours of being confronted by NASA Office of the Inspector General Special Agents, C.T. communicated to MANGO that she faced disciplinary procedures.

Immediately, MANGO, using official government e-mail, telephones, and other property, intervened on C.T.'s behalf in an effort to mitigate her punishment. MANGO contacted employees in human resources, the KSC center director, KSC human resources director, urging them to mitigate C.T.'s punishment so it would not have as dire a financial impact on her fiances, given that C.T. was a single mother. Toward the end of October, MANGO had a financial interest with C.T. that was not disclosed to the people he contacted on C.T.'s behalf. Much of the e-mails between MANGO and others was done over official government e-mails. Several recipients of these e-mails, including other SESEs, were interviewed and said that they did not know MANGO had a financial interest in C.T. when MANGO contacted them. Had they known that MANGO had a financial interest in C.T., these other NASA employees said they would have told MANGO not to discuss C.T.'s case with them because to do so would have been improper. At least one human resource employee felt that MANGO tried intimidating him regarding C.T.'s discipline. Another human resource employee noted that KSC had never administered discipline to a NASA employee in a way that was done with C.T., but it was in this case because of MANGO's intervention. Ultimately, C.T. was suspended without pay, but was allowed to break up the suspension into several pay periods rather than serve the suspension all at once, which is the normal procedure.

In some e-mails in December, MANGO attempted to determine from NASA protective services if C.T. would be arrested again. In others, he criticized NASA protective services and Office of the Inspector General (OIG) special agents method for arresting Thomas on a valid warrant on NASA property.

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In March 2013, NASA Protective Services Deputy Chief Mark Borsi interviewed MANGO to renew his security clearance. During the interview MANGO told Borsi that he and his wife took out a loan on his TSP and used it to pay down his mortgage. Bank records reflect that the TSP loan was used to pay an amount of the mortgage, but that a portion of the TSP loan was used to pay off the credit card cash advance that MANGO took to loan money to C.T.

On June 17, 2013, NASA OIG Special Agents William Shores and Wade Krieger interviewed MANGO for two hours. In sum, MANGO made the following admissions:

1. MANGO used his credit card to loan C.T. money to retain legal counsel;
2. C.T. agreed to repay MANGO the money and any interest MANGO incurred as a result of lending her money;
3. C.T. made monthly payments to MANGO via personal check;
4. MANGO knew there was a risk that she would become unemployed and unable to repay the loan;
5. MANGO knew that he could not give C.T. gifts that exceed \$20;
6. MANGO lent C.T. approximately \$100 to pay her cellular telephone bill;
7. MANGO advocated on C.T.'s behalf to KSC managers because she worked on his program, but C.T. did not work for Mango;
8. C.T. owed MANGO money as a result of their loan agreement while MANGO advocated on C.T.'s behalf; and
9. MANGO did not believe that he did anything wrong, but believed his advocacy with others on C.T.'s behalf was appropriate because he was familiar with her work product.

The human resources department confirmed that MANGO's actions mitigated the punishment C.T. received.