

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

UNITED STATES OF AMERICA,

v.

GREGORY CAMACHO,

Defendant.

CASE NO. 2023-CR-00008

PLEA AGREEMENT

I. PARTIES TO THE AGREEMENT

This agreement is entered into by and between the United States of America, by and through its counsel, Delia L. Smith, United States Attorney for the District of the Virgin Islands, and Daniel H. Huston, Assistant United States Attorney, and Gregory Camacho (hereafter “Defendant”), and Nicole-Lynn King-Richardson, Esq., counsel for Defendant. This agreement specifically excludes and does not bind any other federal, territorial, state, or local prosecuting authorities, or any federal agency, including the Internal Revenue Service, and other administrative or regulatory authorities, from asserting any civil, criminal, or administrative claim against Defendant. Nor does this agreement preclude Defendant from pursuing any administrative or Equal Employment Opportunity Commission claims.

II. TERMS

The parties agree to the following terms:

a. Defendant will plead guilty to Counts One thru Three of the Information. Count One charges Officer or Employee of United States Converting Property of Another, in violation of 18 U.S.C. 654. Counts Two and Three charge Accounting Generally for Public Money, in violation of 18 U.S.C. § 643. Each Count carries the following maximum penalties:

1. a term of imprisonment of not more than one year;
2. a term of supervised release of not more than one year. 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;
3. a term of probation of not more than five years;

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4. a maximum fine of \$100,000; and
5. a special assessment of \$25.00 per misdemeanor count under 18 U.S.C. § 3013, payable forthwith.

b. On Count One of the Information, Defendant acknowledges that the United States can prove the following essential elements beyond a reasonable doubt:

First: Defendant was an officer or employee of the United States or any department or agency thereof;

Second: Defendant did knowingly and wrongfully convert to his own use the property of another;

Third: The property of another did come into his possession or under his control in the execution of such officer or employment; and

Fourth: The value of the property converted was \$1,000 or less.

On Counts Two and Three of the Information, Defendant acknowledges that the United States can prove the following essential elements beyond a reasonable doubt:

First: Defendant was an officer or employee of the United States or any department or agency thereof;

Second: Defendant received public money which he was not authorized to retain;

Third: Defendant did knowingly fail to render his accounts as provided by law;

Fourth: The value of the property retained was \$1,000 or less.

c. Defendant is pleading guilty because Defendant is in fact guilty of the charges contained in Counts One thru Three of the Information. In pleading guilty, Defendant acknowledges that should the case go to trial, the United States could present evidence to prove the charge beyond a reasonable doubt. 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 United States 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,

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or other adverse immigration consequences; revocation of probation, parole, or supervised release in another case; debarment from United States contracting; and suspension or revocation of a professional license, none of which will serve as grounds to withdraw Defendant's guilty plea. 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. No one has threatened Defendant or Defendant's family to induce this guilty plea.

d. **Factual Basis.** Defendant has fully discussed the facts of this case with defense counsel. Defendant has committed each of the elements of the crime to which Defendant is pleading guilty and admits that there is a factual basis for Defendant's guilty plea. The following facts are true and undisputed:

Defendant was an employee of the National Park Service. The National Park Service (NPS) is a bureau of the U.S. Department of the Interior. In June 2019, Defendant was promoted to Deputy Park Superintendent on St. Croix, VI. In addition, from June 2019 – August 2020, Defendant served as the Acting Park Superintendent on St. Croix.

The NPS at Sion Farm on St. Croix maintains government housing units that are available for rent by NPS employees. House Three is a housing unit that can be classified as a single-family home or dormitory style residence. The required rent is determined by the use and classification. During the period of June 2019 thru June 2020, the defendant resided in House Three and occupied at least two of the units. In June 2020, Defendant paid back rent for one unit of House Three for the period of February 2020 – June 2020. However, Defendant failed to pay any rent for June 2019 thru January 2020 and failed to pay rent for the second unit of House Three from February 2020 – June 2020. As a result, the National Park Service incurred a loss of \$14,192.10.

In July 2019, Defendant relocated from Titusville, FL, to St. Croix, VI, and falsely claimed that his wife, two sons, and two daughters relocated with him. As a result, Defendant received an additional \$13,387.50 in NPS relocation expenses reimbursement that he was not entitled to.

Between October 2018 and September 2019, Defendant traveled from his primary duty station and was entitled to reimbursement for various travel-related expenses, including Meal and Incidental Expenditures per diems. However, on four occasions Defendant submitted overlapping travel vouchers for expense reimbursement. As a result, Defendant received an additional \$1,922.50 in NPS travel expense reimbursements that he was not entitled to.

e. The United States Attorney for the District of the Virgin Islands agrees to dismiss any remaining charges with prejudice at the time of sentencing. Additionally, the United States Attorney for the District of the Virgin Islands will not file any further criminal charges against Defendant arising out of the same transactions or occurrences to which Defendant has pled.

f. Nothing in this agreement shall protect Defendant in any way from prosecution for any offense committed after the date of this agreement.

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g. Defendant recognizes that pleading guilty may have consequences with respect to Defendant's immigration status if Defendant is not a citizen of the United States. Removal and other immigration consequences is the subject of a separate civil proceeding, however, and Defendant understands that no one, including Defendant's attorney or the district court, can predict to a certainty the effect of Defendant's conviction on Defendant's immigration status. Defendant nonetheless affirms that Defendant wants to plead guilty regardless of any immigration consequences that Defendant's conviction may entail, even if the consequence is Defendant's automatic removal from the United States.

h. 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 or to Defendant's counsel. The United States will continue to provide such information establishing the factual innocence of Defendant.

i. Defendant understands that if this case proceeded to trial, the United States would be required to provide impeachment information relating to any informants or other witnesses. In addition, if Defendant raised an affirmative defense, the United States 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.

j. 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 will constitute a material breach of this agreement. Defendant acknowledges, understands, and agrees further that the following non-exhaustive list of conduct by Defendant unquestionably constitutes a material breach of this plea agreement:

1. Failing to plead guilty pursuant to this agreement;
2. Withdrawing the guilty plea or attempting to withdraw the guilty plea;
3. Failing to fully accept responsibility as noted below;
4. Failing to appear in court;
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 this plea agreement; or

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7. Engaging in additional criminal conduct from the time of this plea until the time of sentencing.

In the event of Defendant's material breach of this plea agreement, 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 States may pursue any charges including those that were dismissed, promised to be dismissed, or not filed as a result of this agreement. In addition, the United States may move to set aside Defendant's guilty plea. Defendant may not withdraw the guilty plea based on the United States' pursuit of remedies for Defendant's breach.

k. **Provisions that Survive Any Material Breach by Defendant.** The United States may, in its sole discretion, excuse any material breach by Defendant. Defendant agrees that any statutes of limitations relating to any charges that were dismissed, promised to be dismissed, or not filed as a result of this agreement, are tolled as of the date of this agreement. Defendant also waives any double jeopardy defense to such charges.

Defendant agrees that: (i) any statements made by 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 Defendant in any prosecution of, or any action against, Defendant. This includes the prosecution of the charge that is the subject of this plea agreement or any charge that the prosecution agreed to dismiss or not file as part of this agreement, but later pursues because of a material breach by Defendant.

Defendant also knowingly, voluntarily, and intelligently 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 these statements or any evidence derived from those statements should be suppressed or are inadmissible. The provisions of this section survive any material breach by Defendant, including a failure to plead guilty, regardless of whether the United States excuses the material breach.

III. SENTENCING GUIDELINES

The parties understand and agree that Defendant will be sentenced on Counts One thru Three of the Information in accordance with the United States Sentencing Guidelines, which are advisory to the Court. Adverse rulings shall not be grounds for withdrawal of Defendant's plea. The Court is not limited to consideration of the facts and events provided by the parties. The parties understand that the Court may impose any sentence, up to the statutory maximum, regardless of any guideline range computed, and that the Court is not bound by any position of the parties.

The United States and Defendant agree to recommend a sentence based on the following Sentencing Guidelines calculations for Counts One thru Three:

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GUIDELINES CALCULATION	
GUIDELINE SECTION	OFFENSE LEVEL
Base Offense Level: § 2B1.1(a)(2). Grouping of Closely Related Counts: § 3D1.2	6
Specific Offense Characteristics: Loss exceeded for than \$15,000 USSC § 2B1.1(b)(1)(C)	+ 4
Abuse of Position of Trust	+ 2
§ 3E1.1 (Acceptance of Responsibility ¹) The United States need not recommend an adjustment for Acceptance of Responsibility if Defendant engages in conduct inconsistent with acceptance of responsibility including, but not limited to the following: 1. Fails to truthfully admit a complete factual basis as stated in the plea at the time the plea is entered, or falsely denies, or makes a statement inconsistent with, the factual basis set forth in this agreement; 2. Falsely denies prior criminal conduct or convictions; 3. Is untruthful with the United States, the Court, or probation officer; or 4. Breaches this plea agreement in any way.	-2
ADJUSTED OFFENSE LEVEL	10
GUIDELINE SENTENCING RANGE	6 - 12 Months²

a. Criminal History Category. The parties have no agreement as to Defendant's Criminal History Category ("CHC"), except that, if Defendant is determined to be a Career Offender, the parties agree that Defendant is automatically a Criminal History Category VI pursuant to U.S.S.G. § 4B1.1(b). However, based upon the information currently in the parties' possession, the parties believe Defendant to be in CHC I. Should Defendant's CHC be greater than

¹ The United States agrees to recommend that Defendant receive credit for acceptance of responsibility at the time of sentencing, assuming Defendant does in fact clearly demonstrate acceptance of responsibility, in accordance with U.S.S.G. § 3E1.1, Defendant returns a signed copy of this plea agreement to the undersigned no later than **May 10, 2023**; and Defendant thereafter actually enters a plea of guilty at the time scheduled.

² This guideline range is in Zone B which permits a sentence of probation pursuant to USSC § 5B1.1.

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I, the parties agree to apply that CHC to the applicable guideline range for the calculations set forth above.

b. Sentencing Recommendation. The parties agree to recommend a sentence within the applicable guideline range, as calculated above and ultimately determined by the Court and based on Defendant's CHC. The United States agrees to recommend a probationary disposition of at least one year, restitution, and that the period of probation extend until the defendant has paid his restitution obligation to the National Park Service.

c. Fine Range. If the offense level is 10, the fine range is \$4,000.00 to \$40,000.00.

d. Supervised Release/Probation. Defendant acknowledges and agrees that Defendant may not seek an early termination of the term of supervised release or probation, absent express consent by the United States Attorney for the District of the Virgin Islands.

e. Adjustments/Departures. The parties agree that there are no grounds for application of any specific offense characteristic, cross reference, adjustment or departure from the applicable guideline range not set forth in this Agreement. Any request by the parties for application of a specific offense characteristic, cross reference, adjustment or departure not set forth in this Agreement will constitute a material breach and be grounds for withdrawal from the same.

f. Substantial Assistance. If Defendant agrees to provide substantial assistance in the investigation or prosecution of another person, or otherwise agrees to cooperate with the United States Attorney, a supplement to this plea agreement shall be submitted to the Court by the parties, in camera or under seal, and shall specifically refer to this Plea Agreement and shall define the terms of such assistance or cooperation, if any.

IV. FORFEITURE

No forfeitable asset has been identified in this case.

V. FINANCIAL TERMS

a. Defendant agrees to cooperate fully with the United States Attorney's Office and specifically agrees that whatever monetary penalties are imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States, pursuant to 18 U.S.C. § 3613. Defendant also agrees to pay the special assessment total amount of \$75.00 at or prior to sentencing.

b. Defendant agrees to fully disclose all assets in which Defendant has any interest or over which Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or third party. Defendant agrees to truthfully complete the financial statement form provided herein, which is incorporated into this Plea Agreement, by the earlier of 14 days from Defendant's signature on this plea agreement or the date of Defendant's entry of a guilty plea, sign

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it under penalty of perjury and provide it to both the United States Attorney's Office and the United States Probation Office. Defendant agrees to provide updates with any material changes in Defendant's economic circumstances, as described in 18 U.S.C. §§ 3572(d)(3) and 3664(k), within seven days of the event giving rise to the changed circumstances.

c. Defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report on him. Defendant also authorizes the U.S. Attorney's Office to inspect and copy all financial documents and information held by the U.S. Probation Office.

d. Defendant's failure to timely and accurately complete and sign the financial statement, and any update thereto, may, in addition to any other penalty or remedy, constitute Defendant's failure to accept responsibility under U.S.S.G. §3E1.1.

VI. WAIVER

a. **At Sentencing.** If Defendant believes the United States' recommendation is not in accord with this plea agreement, Defendant will object at the time of sentencing; otherwise the objection will be deemed waived.

b. **Waiver of Appeal.** Defendant is aware that 18 U.S.C. § 3742 affords a defendant the right to appeal the sentence imposed. In exchange for the concessions made by the United States in this plea agreement, Defendant expressly waives: (1) the right to appeal his conviction, any sentence within the maximum provided in the statute(s) of conviction, and the manner in which that sentence was determined, on any ground whatsoever; and (2) the right to file any collateral attack, or any other writ or motion, including but not limited to a motion under 28 U.S.C. § 2255, which challenges his conviction or the sentence imposed by the court. Nothing in the foregoing waiver of rights shall preclude Defendant from raising a claim of ineffective assistance of counsel in an appropriate forum, if otherwise permitted by law.

VII. VICTIM RESTITUTION

The Defendant agrees to reimburse the National Park Service \$14,192.20 for unpaid housing rent, \$13,387.50 for change of duty relocation expenses, and \$1,922.50 for overlapping travel reimbursements, for a total of \$29,502.20. This restitution shall be paid in full prior to the termination of any court supervision period.

VIII. MISCELLANEOUS

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

b. 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.

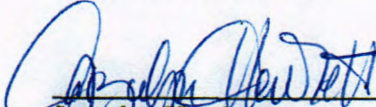
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c. Defendant has consulted with defense counsel and is satisfied with counsel's representation.

Respectfully submitted,


DELIA L. SMITH
United States Attorney

Date: 5/11/2023



Joycelyn Hewlett
First Assistant

Date: May 10, 2023



Daniel H. Huston
Assistant United States Attorney

Date: 5/10/23



Nicole-Lynn King-Richardson, Esq.
Counsel for Defendant

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.

DATE: 5/10/2023



GREGORY CAMACHO
DEFENDANT