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7
8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,
11
12 Plaintiff,
13 v.
14 MARQUIS ASAAD HOOPER,
15 Defendant.

CASE NO. 1:21-CR-00024-JLT-SKO
PLEA AGREEMENT
DATE: TBD
TIME: TBD
COURT: TBD

16
17 I. INTRODUCTION

18 A. Scope of Agreement.

19 The indictment in this case charges the defendant with Count One for conspiracy to commit wire
20 fraud in violation of 18 U.S.C. § 1349, Counts Two through Fourteen for wire fraud in violation of 18
21 U.S.C. § 1343, and Counts Fifteen and Sixteen for Aggravated Identity Theft in violation of 18 U.S.C. §
22 1028A(a)(1). This document contains the complete plea agreement between the United States
23 Attorney’s Office for the Eastern District of California and the defendant regarding this case. This plea
24 agreement is limited to the United States Attorney’s Office for the Eastern District of California (the
25 “government”) and cannot bind any other federal, state, or local prosecuting, administrative, or
26 regulatory authorities.

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1 **B. Court Not a Party.**

2 The court is not a party to this plea agreement. Sentencing is a matter solely within the
3 discretion of the court, and the court may take into consideration any and all facts and circumstances
4 concerning the criminal activities of the defendant, including activities which may not have been
5 charged in the indictment. The court is under no obligation to accept any recommendations made by the
6 parties, and the court may in its discretion impose any sentence it deems appropriate up to and including
7 the statutory maximum stated in this plea agreement.

8 If the court should impose any sentence up to the maximum established by the statute, the
9 defendant cannot, for that reason alone, withdraw his guilty plea, and he will remain bound to fulfill all
10 of the obligations under this plea agreement. The defendant understands that neither the prosecutor,
11 defense counsel, nor the court can make a binding prediction or promise regarding the sentence that he
12 will ultimately receive.

13 **II. DEFENDANT'S OBLIGATIONS**

14 **A. Guilty Plea.**

15 The defendant will plead guilty to Counts One, Five, and Fifteen in the indictment for conspiracy
16 to commit wire fraud, wire fraud, and aggravated identity theft, respectively. The defendant agrees that
17 he is guilty of these crimes and that the facts set forth in the Factual Basis for Plea, attached hereto as
18 Exhibit A, are accurate and sufficient to support his conviction.

19 The defendant agrees that this plea agreement will be filed with the court and become a part of
20 the record of the case. The defendant also agrees that he will not be allowed to withdraw his guilty plea
21 should the court not follow the parties' sentencing recommendations.

22 The defendant agrees that the statements made by him in signing this plea agreement, including
23 the factual admissions set forth in the Factual Basis for Plea, shall be admissible and useable against him
24 in any subsequent criminal or civil proceedings, even if he fails to enter a guilty plea pursuant to this
25 agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410, to the
26 extent that these rules are inconsistent with this paragraph or this plea agreement.

27 The defendant agrees that this plea agreement is a package offer, which means the offer is
28 conditioned on his co-defendant, Natasha Chalk, pleading guilty according to the terms of her plea offer.

1 The defendant also agrees that, if his co-defendant declines, refuses, or otherwise fails to plead guilty
2 according to her plea offer, then, at the option of the government, the defendant will not be allowed to
3 accept this plea agreement and enter a guilty plea pursuant to it. Finally, the defendant agrees that, if his
4 co-defendant declines, refuses, or otherwise fails to enter her plea according to her plea offer and the
5 defendant has already entered his plea, this plea agreement is voidable at the option of the government.
6 The government will then have the ability, in its sole discretion, to withdraw from this plea agreement
7 and pursue the original charges against the defendant. The defendant's waiver of rights under Fed. R.
8 Crim. P. 11(f) and Fed. R. Evid. 410, as set forth in Section II.A herein, will not operate in this situation.

9 Recognizing that this is a package offer, the defendant agrees that he has not been threatened,
10 pressured, or coerced by anyone, including his co-defendant, to enter into this plea agreement. The
11 defendant also agrees that he is entering into this plea agreement voluntarily because he is guilty of the
12 offenses to which he is pleading.

13 **B. Restitution.**

14 The Mandatory Victim Restitution Act requires the court to order restitution to the victims of
15 certain offenses. The defendant agrees that his misconduct is governed by the Mandatory Restitution
16 Act and that he will pay the full amount of restitution owed to all victims affected by these offenses.
17 The amount of restitution will not exceed \$160,000. The defendant and his co-defendant, Natasha
18 Chalk, will be jointly and severally liable for the restitution.

19 The defendant will not sell, encumber, transfer, convey, or otherwise dispose of any of his assets
20 without prior written consent of the United States Attorney, except that the defendant may sell, transfer,
21 or convey personal property, including used vehicles and personal items but not financial instruments or
22 ownership interests in business entities, with an aggregate value of less than \$5,000, until his restitution
23 is satisfied.

24 The defendant also agrees that all remaining criminal monetary penalties imposed by the court,
25 including his remaining restitution, will be due in full immediately at time of sentencing and subject to
26 immediate enforcement by the government. Finally, the defendant agrees that any payment schedule or
27 plan set by the court is merely a minimum and does not foreclose the government from collecting all
28 criminal monetary penalties at any time through all available means as prescribed by law.

1 The defendant agrees that he will not seek to discharge any restitution obligation in a bankruptcy
2 proceeding. The defendant also agrees that this plea agreement will be violated and voidable at the
3 option of the government if he fails to pay restitution as agreed. The government will provide payment
4 instructions to the defendant.

5 **C. Fine.**

6 The parties agree that no fine is appropriate in this case.

7 **D. Special Assessment.**

8 The defendant agrees to pay a special assessment of \$300 at the time of sentencing by delivering
9 a check or money order, payable to the United States District Court, to the United States Probation
10 Office immediately before the sentencing hearing.

11 **E. Violation of Plea Agreement by Defendant or Withdrawal of Plea.**

12 If the defendant violates this plea agreement in any way, withdraws his plea, or tries to withdraw
13 his plea, this plea agreement is voidable at the option of the government. If the government voids the
14 plea agreement based on the defendant's violation, the government will no longer be bound by its
15 representations to the defendant concerning the limits on criminal prosecution and sentencing as set
16 forth herein. A defendant violates a plea agreement by committing any crime, providing or procuring
17 any statement or testimony that is knowingly false, misleading, or materially incomplete in any litigation
18 or sentencing process in this case, or engaging in any post-plea conduct constituting obstruction of
19 justice. Varying from stipulated United States Sentencing Guidelines ("USSG") application or
20 agreements regarding arguments as set forth in this plea agreement, personally or through counsel, also
21 constitutes a violation of the agreement. The government will then have the right to prosecute the
22 defendant on the counts to which he pleaded guilty and file any new charges that would otherwise be
23 barred by this plea agreement. The defendant shall thereafter be subject to prosecution for any federal
24 criminal violation of which the government has knowledge. The decision to pursue any or all of these
25 options is solely in the discretion of the government.

26 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
27 defenses that he may have to the government's decision. Any prosecutions that are not time-barred by
28 the applicable statute of limitations as of the date of this plea agreement may be commenced in

1 accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the
2 signing of this agreement and the commencement of any such prosecutions. The defendant also agrees
3 not to raise any objections based on the passage of time with respect to such counts including, but not
4 limited to, any statutes of limitation, the Speedy Trial Act, or the Speedy Trial Clause of the Sixth
5 Amendment. The determination whether the defendant violated the plea agreement will be by a
6 probable cause standard.

7 In addition, all statements made by the defendant to the government or other designated law
8 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
9 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or
10 administrative proceedings hereafter brought against the defendant. The defendant shall assert no claim
11 under the United States Constitution, any statute, Fed. R. Crim. P. 11(f), Fed. R. Evid. 410, or any other
12 federal rule, that statements made by him before or after this plea agreement, or any leads derived
13 therefrom, should be suppressed. By signing this plea agreement, the defendant waives any and all
14 rights in the foregoing respects.

15 **F. Asset Disclosure.**

16 The defendant agrees to make a full and complete disclosure of his assets and financial
17 condition, and will complete the government's Authorization to Release Information and Financial
18 Affidavit within eight weeks from the entry of his guilty plea, including supporting documentation. The
19 defendant also agrees to have the court enter an order to this effect. The defendant understands that if he
20 fails to be truthful and provide the described documentation to the government within the allotted time,
21 he will be considered in violation of the plea agreement, and the government shall be entitled to the
22 remedies set forth in Section II.E. The defendant authorizes the government to obtain a credit report for
23 him to evaluate his ability to satisfy any restitution imposed by the court.

24 **III. THE GOVERNMENT'S OBLIGATIONS**

25 **A. Dismissals and Other Charges.**

26 The government agrees to move, at the time of sentencing, to dismiss, without prejudice, the
27 remaining counts in the indictment. The government also agrees not to reinstate any dismissed counts,
28 except as provided in Sections II.E (Violation of Plea Agreement by Defendant or Withdrawal of Plea),

1 VI.B (Stipulated Guidelines Calculations), and VII.B (Waiver of Appeal and Collateral Attack) herein.
2 The government also agrees not to bring any other charges arising from the misconduct outlined in the
3 Factual Basis for Plea.

4 **B. Recommendations.**

5 The government will recommend that the defendant be sentenced to a term of imprisonment at
6 the low end of the applicable USSG range as determined by the court, three years' supervised release,
7 and restitution. The government will recommend a two-level reduction, if the offense level is less than
8 16, or a three-level reduction, if the offense level reaches 16, in the computation of his offense level if
9 the defendant clearly demonstrates acceptance of responsibility for his misconduct as defined in USSG §
10 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation of
11 the pre-sentence report, being truthful and candid with the probation officer, and not otherwise engaging
12 in misconduct that constitutes obstruction of justice within the meaning of USSG § 3C1.1, either in the
13 preparation of the pre-sentence report or during the sentencing proceeding.

14 **C. Use of Information for Sentencing.**

15 The government is free to provide full and accurate information to the court and probation at
16 sentencing, including answering any inquiries made by the court or probation and rebutting any
17 inaccurate statements or arguments made by the defendant or his attorney. The defendant agrees that
18 nothing in this plea agreement bars the government from defending on appeal or collateral review any
19 sentence that the court may impose.

20 **IV. ELEMENTS OF THE OFFENSES**

21 At a trial, the government would have to prove beyond a reasonable doubt the following
22 elements to convict the defendant of conspiracy to commit wire fraud, wire fraud, and aggravated
23 identity theft in violation of 18 U.S.C. §§ 1349, 1343, and 1028A(a)(1), respectively:

24 1. Conspiracy to commit wire fraud:

- 25 a) Defendant entered into an agreement with at least one other person to, in some
26 way, try to accomplish a common and unlawful plan to commit wire fraud; and
27 b) Defendant knew the unlawful purpose of the plan and willfully joined in the plan
28 with the intent to accomplish it.

1 2. Wire fraud:

- 2 a) Defendant knowingly participated in, devised, or intended to devise a scheme to
3 defraud by making fraudulent representations;
4 b) Fraudulent representations were material and capable of influencing a person to
5 part ways with money or property;
6 c) Defendant acted with intent to defraud, which is intent to deceive and cheat; and
7 d) Defendant used, or caused to be used, an interstate wire communication to carry
8 out, or attempt to carry out, an essential part of the scheme.

9 3. Aggravated identity theft:

- 10 a) Defendant knowingly transferred, used, or possessed, without legal authority, a
11 means of identification of another person;
12 b) Defendant knew the means of identification belonged to a real person; and
13 c) Defendant did so during and in relation to wire fraud.

14 18 U.S.C. §§ 1349, 1343, 1028A(a)(1); Model Crim. Jury Instr. 9th Cir. 15.35 and 15.9 (2022). The
15 defendant fully understands the nature and elements of the crimes charged in the indictment to which he
16 is pleading guilty, together with the possible defenses thereto, and has discussed them with his attorney.

17 V. **MAXIMUM SENTENCE**

18 A. **Maximum Penalty.**

19 The maximum sentence that the court can impose for conspiracy to commit wire fraud and wire
20 fraud is twenty years in prison, a fine of \$250,000, three years of supervised release, and a special
21 assessment of \$100 for each count on which the defendant is convicted. The sentence for aggravated
22 identity theft is a mandatory two years in prison, consecutive to other accounts, for each count on which
23 the defendant is convicted.

24 The defendant agrees that the court can order the payment of restitution for the full loss caused
25 by his misconduct. The defendant also understands that the restitution order is not restricted to the
26 amounts alleged in the specific counts to which he is pleading guilty.

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1 **B. Violations of Supervised Release.**

2 The defendant understands that if he violates a condition of supervised release at any time during
3 the term of supervised release, the court may revoke the term of supervised release and require the
4 defendant to serve up to two additional years in prison.

5 **VI. SENTENCING DETERMINATION**

6 **A. Statutory Authority.**

7 The defendant agrees that the court must consult the USSG and determine a non-binding and
8 advisory sentencing range for this case, and consider these factors when determining a final sentence.
9 The defendant also agrees that the court must consider whether there is a basis for departure from the
10 sentencing range, either above or below the sentencing range, because there exists an aggravating or
11 mitigating circumstance of a kind, or to a degree, not adequately taken into consideration in formulating
12 the USSG. Finally, the defendant agrees that the court, after consultation and consideration of the
13 USSG, must impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

14 **B. Stipulated Guideline Calculations.**

15 The government and the defendant stipulate to the following USSG calculations:

- 16 1. Offense level:
- 17 a) Base offense level: 7
 - 18 b) Loss amount: +10 (actual loss over \$150,000 but less than \$250,000)
 - 19 c) Ten or more victims: +2
 - 20 d) Misrepresentation that the defendant was acting on behalf of the government: +2
 - 21 e) Sophisticated means: +2
 - 22 f) Supervisor or leader: +2
 - 23 g) Acceptance of responsibility: -3
 - 24 h) Total offense level: 22
- 25 2. Plus, two years in prison, consecutive to other counts, for the identity theft conviction
- 26 3. Criminal history category: I
- 27 4. Total range of imprisonment: 65-75 months
- 28

1 The parties will recommend that the defendant be sentenced to the low-end of the applicable guideline
2 range as determined by the court.

3 The parties agree that they will not seek, or argue in support of, any other specific offense
4 characteristics, Chapter Three adjustments, departures, or cross-references except for the defendant's
5 acceptance of responsibility or post-plea obstruction of justice.

6 **VII. WAIVERS**

7 **A. Waiver of Constitutional Rights.**

8 The defendant agrees that by pleading guilty he is waiving the following constitutional rights:
9 (1) to plead not guilty and to persist in that plea if already made, (2) to be tried by a jury, (3) to be
10 assisted at trial by an attorney, who would be appointed if necessary, (4) to pursue any affirmative
11 defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of
12 conviction, and other pretrial motions that have been filed or could be filed, (5) to subpoena witnesses to
13 testify on his behalf, (6) to confront and cross-examine witnesses against him, and (7) not to be
14 compelled to incriminate himself.

15 **B. Waiver of Appeal and Collateral Attack.**

16 The defendant agrees that the law gives him a right to appeal his guilty plea, conviction, and
17 sentence. The defendant also agrees as part of his plea, however, to give up the right to appeal the guilty
18 plea, conviction, and sentence imposed in this case as long as the sentence does not exceed the statutory
19 maximum for the offenses to which he is pleading guilty. Finally, the defendant agrees that this waiver
20 includes, but is not limited to, any and all constitutional or legal challenges to his guilty plea and
21 conviction, including arguments that the statutes to which he is pleading guilty are unconstitutional and
22 any and all claims that the statement of facts attached to this plea agreement is insufficient to support his
23 guilty plea. The defendant specifically gives up the right to appeal any order of restitution that the court
24 may impose.

25 Notwithstanding the defendant's waiver of appeal, he will retain the right to appeal if the
26 sentence imposed by the court exceeds the statutory maximum or the government appeals the sentence
27 in the case. The defendant agrees that these circumstances occur infrequently, and that in almost all
28 cases this plea agreement constitutes a complete waiver of all appellate rights.

1 In addition, regardless of the sentence the defendant receives, he gives up any right to bring a
2 collateral attack, including a motion under 28 U.S.C. §§ 2255 or 2241, challenging any aspect of the
3 guilty plea, conviction, or sentence, except for non-waivable claims.

4 Notwithstanding the government's agreements in Section III.A, if the defendant ever attempts to
5 vacate his plea, dismiss the underlying charge, or modify or set aside his sentence on the counts to which
6 he is pleading guilty, the government shall have the rights set forth in Section II.E.

7 **C. Waiver of Attorneys' Fees and Costs.**

8 The defendant agrees to waive all rights under the Hyde Amendment, Section 617, P.L. 105-119
9 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
10 investigation and prosecution of all charges in this case and of any related allegations.

11 **D. Impact of Plea on Defendant's Immigration Status.**

12 The defendant recognizes that pleading guilty may have consequences with respect to his
13 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes
14 are removable offenses, including the offenses to which the defendant is pleading guilty. Removal and
15 other immigration consequences are the subject of a separate proceeding, however, and the defendant
16 agrees that no one, including his attorney or the court, can predict to a certainty the effect of his
17 conviction on his immigration status. The defendant nevertheless affirms that he wants to plead guilty
18 regardless of any immigration consequences that his plea may entail, even if the consequence is his
19 automatic removal from the United States.

20 **VIII. ENTIRE PLEA AGREEMENT**

21 Other than this plea agreement, no agreement, understanding, promise, or condition between the
22 government and the defendant exists, nor will such agreement, understanding, promise, or condition
23 exist unless it is committed to in writing and signed by the defendant, counsel for the defendant, and
24 counsel for the government.

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IX. APPROVALS AND SIGNATURES

A. Defense Counsel:

I have read this plea agreement and discussed it fully with my client. The plea agreement accurately and completely sets forth the entirety of the agreement. I concur with my client's decision to plead guilty as set forth in this plea agreement.

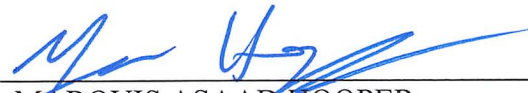
Dated:


MICHAEL MCKNEELY
Attorney for Marquis Hooper

B. Defendant:

I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. I have consulted with my attorney and fully understand my rights with respect to the provisions of the USSG that may apply to my case. No other promises or inducements have been made to me, other than those contained in this plea agreement. Nor has anyone threatened or forced me, in any way, to enter into this plea agreement. Finally, I am satisfied with the representation of my attorney in this case.

Dated:


MARQUIS ASAAD HOOPER
Defendant

C. Attorney for the United States:

I accept and agree to this plea agreement on behalf of the government.

Dated:

PHILLIP A. TALBERT
United States Attorney

JOSEPH D. BARTON
Assistant United States Attorney

1 **EXHIBIT A**

2 **FACTUAL BASIS FOR PLEA**

3 The defendant, Marquis Hooper, was enlisted in the United States Navy from 2008 until October
4 2018. Hooper's wife and co-defendant, Natasha Chalk, was a reservist in the Navy until November
5 2018. They resided in Selma, State and Eastern District of California.

6 Company One was a company that owned and operated an online database that contained the
7 dates of birth, social security numbers, and other personal identifying information ("PII") for millions of
8 people. Company One obtained people's PII through its proprietary algorithms, which searched
9 publicly available records and aggregated the information for each person. Company One restricted
10 access to the database to businesses and government agencies that had a demonstrated, lawful need for
11 the information.

12 Beginning in August 2018, Hooper opened an online account with Company One that gave him
13 access to the company's database. He did so by falsely representing to Company One that he was acting
14 on behalf of the Navy and that the Navy needed him to perform background checks on service members.
15 After the account was opened, Hooper added Chalk to the account. They then searched for over 9,000
16 people's PII and sold the information to third parties on the dark web in exchange for \$160,000 in digital
17 currency. The dark web requires the use of an anonymizing browser called Tor, which routes searches
18 through a series of proxy servers operated by volunteers around the world. This makes a user's internet
19 protocol address untraceable. At least some of the third parties to whom they sold people's PII used the
20 information to commit further crimes.

21 For example, on November 19, 2018, Hooper and Chalk caused an electronic report with victim
22 T.M.'s PII to be generated by Company One. The request for the report was made from a computer in
23 Selma, State and Eastern District of California, and processed by a computer in Florida. The next day,
24 an individual went to T.M.'s bank in Arizona and tried to fraudulently withdraw money from T.M.'s
25 account. In doing so, the individual used a fake driver's license with T.M.'s PII that the individual had
26 obtained from Hooper and Chalk. The bank declined the transaction.

27 In December 2018, Company One suspended Hooper's account for suspected fraud. Thereafter,
28 Hooper, Chalk, K.D., and others tried to regain access to Company One's database. K.D. was also

1 enlisted in the Navy and was Hooper's friend. Hooper instructed K.D. to open an account with
2 Company One and falsely represent that the Navy needed K.D. to perform background checks on
3 service members just like Hooper had done. K.D. submitted an application and Company One told him
4 that his Supply Officer needed to sign the contract with the company. Navy Supply Officers are in-
5 charge of ordering services and supplies for the Navy, and they have contracting authority for the same.

6 Hooper subsequently emailed K.D. the contract identifying victim L.B. as K.D.'s Supply Officer
7 and containing L.B.'s forged signature, which K.D. submitted to Company One. L.B. was a Public
8 Affairs Officer in the Navy and an acquaintance of Chalk.

9 Company One asked K.D. for verification that L.B. was in fact his Supply Officer. On April 22,
10 2019, Hooper sent K.D. an email with a fake driver's license for L.B. that contained L.B.'s forged
11 signature and a fake letter purportedly from the Commanding Officer of the naval ship to which K.D.
12 was assigned confirming that L.B. was K.D.'s Supply Officer. Chalk helped Hooper obtain the fake
13 driver's license. K.D. sent the fake driver's license and letter to Company One, but the company
14 ultimately decided not to open the account. Therefore, Hooper agrees that he conspired to commit wire
15 fraud, and committed wire fraud and aggravated identity theft, in violation of 18 U.S.C. §§ 1349, 1343,
16 and 1028A(a)(1), respectively.