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

10 UNITED STATES OF AMERICA,
11 Plaintiff,
12 v.
13 JONAS JARUT,
14 Defendant.

CASE NO. 2:20-CR-223 KJM
PLEA AGREEMENT
DATE: December 14, 2020
TIME: 9:00 a.m.
COURT: Hon. Kimberly J. Mueller

15
16 I. INTRODUCTION

17 A. Scope of Agreement.

18 The information in this case charges the defendant with conspiracy to transport stolen property
19 interstate, in violation of 18 U.S.C. § 371. This document contains the complete plea agreement between
20 the United States Attorney’s Office for the Eastern District of California (the “government”) and the
21 defendant regarding this case. This plea agreement is limited to the United States Attorney’s Office for
22 the Eastern District of California and cannot bind any other federal, state, or local prosecuting,
23 administrative, or regulatory authority.

24 B. Court Not a Party.

25 The Court is not a party to this plea agreement. Sentencing is a matter solely within the
26 discretion of the Court, and the Court may take into consideration any and all facts and circumstances
27 concerning the criminal activities of the defendant, including activities that may not have been charged
28 in the information. The Court is under no obligation to accept any recommendations made by the

1 government, and the Court may in its discretion impose any sentence it deems appropriate up to and
2 including the statutory maximum stated in this plea agreement.

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

8 II. DEFENDANT'S OBLIGATIONS

9 A. Guilty Plea.

10 The defendant will plead guilty to conspiracy to transport stolen property interstate, in violation
11 of 18 U.S.C. § 371, as charged in the information. The defendant agrees he is in fact guilty of that
12 charge and that the facts set forth in the Factual Basis for Plea attached as Exhibit A are accurate.

13 The defendant agrees this plea agreement will be filed with the Court and become a part of the
14 record of the case. The defendant understands and agrees he will not be allowed to withdraw his plea
15 should the Court not follow the government's sentencing recommendations.

16 The defendant agrees the statements he makes in signing this agreement, including the factual
17 admissions set forth in the Factual Basis for Plea attached as Exhibit A, shall be admissible and useable
18 against the defendant by the United States in any subsequent criminal or civil proceedings, even if the
19 defendant fails to enter a guilty plea pursuant to this agreement. The defendant waives any rights under
20 Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence, to
21 the extent these rules are inconsistent with this paragraph or with this agreement generally.

22 1. Waiver of Indictment.

23 The defendant acknowledges that, under the United States Constitution, he is entitled to be
24 indicted by a grand jury on the charge to which he is pleading guilty and that, pursuant to Rule 7(b) of
25 the Federal Rules of Criminal Procedure, he agrees to waive any and all rights he has to being
26 prosecuted by way of indictment to the charge set forth in the information. The defendant agrees that, at
27 a time set by the Court, he will sign a written waiver of prosecution by indictment and consent to
28 proceed by information, rather than by indictment.

1 **B. Restitution.**

2 The Mandatory Victim Restitution Act requires the Court to order restitution to the victims of
3 certain offenses. The defendant agrees that his conduct is governed by the Mandatory Victim Restitution
4 Act, pursuant to 18 U.S.C. § 3663A(c), and agrees to pay restitution in the amount of \$209,057 to
5 University 1.

6 Restitution payments shall be by cashier's check or certified check made payable to the Clerk of
7 the Court. The defendant agrees he will not seek to discharge any restitution obligation or any part of
8 such obligation in any bankruptcy proceeding.

9 **C. Fine.**

10 The defendant reserves the right to argue to Probation and at sentencing that he is unable to pay a
11 fine and no fine should be imposed. The defendant understands it is his affirmative burden to prove he is
12 unable to pay a fine, and agrees to provide a financial statement under penalty of perjury to the
13 Probation Officer and the government in advance of the issuance of the draft Presentence Investigation
14 Report, along with supporting documentation. The government retains the right to oppose the waiver of
15 a fine. If the Court imposes a fine, the defendant agrees to pay such fine if and as ordered by the Court,
16 up to the statutory maximum fine for the defendant's offense.

17 **D. Special Assessment.**

18 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering
19 a check or money order payable to the United States District Court to the United States Probation Office
20 immediately before the sentencing hearing. The defendant understands this plea agreement is voidable at
21 the option of the government if he fails to pay the assessment prior to that hearing.

22 **E. Violation of Plea Agreement by Defendant/Withdrawal of Plea(s).**

23 If the defendant, cooperating or not, violates this plea agreement in any way, withdraws his plea,
24 or tries to withdraw his plea, this plea agreement is voidable at the option of the government. If the
25 government elects to void the agreement based on the defendant's violation, the government will no
26 longer be bound by its representations to the defendant concerning the limits on criminal prosecution
27 and sentencing as set forth herein. A defendant violates the plea agreement by committing any crime or
28 providing or procuring any statement or testimony that is knowingly false, misleading, or materially

1 incomplete in any litigation or sentencing process in this case, or engages in any post-plea conduct
2 constituting obstruction of justice. Varying from stipulated Guidelines application, as set forth in this
3 agreement, personally or through counsel, also constitutes a violation of the plea agreement. The
4 government also shall have the right (1) to prosecute the defendant on any of the counts to which he
5 pleaded guilty; (2) to reinstate any counts that may be dismissed pursuant to this plea agreement; and
6 (3) to file any new charges that would otherwise be barred by this plea agreement. The defendant shall
7 thereafter be subject to prosecution for any federal criminal violation of which the government has
8 knowledge. The decision to pursue any or all of these options is solely in the discretion of the United
9 States Attorney's Office.

10 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
11 defenses the defendant might have to the government's decision. Any prosecutions not time-barred by
12 the applicable statute of limitations as of the date of this plea agreement may be commenced in
13 accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the
14 signing of this plea agreement and the commencement of any such prosecutions. The defendant agrees
15 not to raise any objections based on the passage of time with respect to such counts including, but not
16 limited to, any statutes of limitation or any objections based on the Speedy Trial Act or the Speedy Trial
17 Clause of the Sixth Amendment to any counts not time-barred as of the date of this plea agreement. The
18 determination of whether the defendant has violated the plea agreement will be under a probable cause
19 standard.

20 In addition, (1) all statements made by the defendant to the government or other designated law
21 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
22 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or
23 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no
24 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
25 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by
26 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.
27 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.
28

1 **F. Asset Disclosure.**

2 The defendant agrees to make a full and complete disclosure of his assets and financial
3 condition, and will complete the United States Attorney's Office's "Authorization to Release
4 Information" and "Financial Affidavit" within five (5) weeks from the entry of the defendant's change
5 of plea, including supporting documentation. The defendant also agrees to have the Court enter an order
6 to that effect. The defendant understands that, if he fails to complete truthfully and provide the described
7 documentation to the United States Attorney's Office within the allotted time, he will be considered in
8 violation of the agreement, and the government shall be entitled to the remedies set forth in section II.E
9 above.

10 **G. Agreement to Cooperate.**

11 The defendant agrees to cooperate fully with the government and any other federal, state, or local
12 law enforcement agency, as directed by the government. As used in this plea agreement, "cooperation"
13 requires the defendant: (1) to respond truthfully and completely to all questions, whether in interviews,
14 in correspondence, telephone conversations, before a grand jury, or at any trial or other court
15 proceeding; (2) to attend all meetings, grand jury sessions, trials, and other proceedings at which the
16 defendant's presence is requested by the government or compelled by subpoena or court order; (3) to
17 produce voluntarily any and all documents, records, or other tangible evidence requested by the
18 government; (4) not to participate in any criminal activity while cooperating with the government; and
19 (5) to disclose to the government the existence and status of all money, property, or assets, of any kind,
20 derived from or acquired as a result of, or used to facilitate the commission of, the defendant's illegal
21 activities or the illegal activities of any conspirators.

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

23 **A. Other Charges.**

24 The government agrees not to bring any other charges against the defendant arising from the
25 conduct outlined in the Factual Basis attached as Exhibit A, except if this agreement is voided as set
26 forth herein, or as provided in paragraphs II.E (Violation of Plea Agreement by Defendant/Withdrawal
27 of Plea(s)), VI.B (Estimated Guideline Calculation), and VII.B (Waiver of Appeal and Collateral
28 Attack) herein.

1 **B. Recommendations.**

2 **1. Incarceration Range.**

3 The government will recommend the defendant be sentenced to the low end of the applicable
4 guideline range as determined by the Court.

5 **2. Acceptance of Responsibility.**

6 The government will recommend a two-level reduction (if the offense level is less than 16) or a
7 three-level reduction (if the offense level reaches 16) in the computation of the defendant's offense
8 level, if the defendant clearly demonstrates acceptance of responsibility for his conduct as defined in
9 U.S.S.G. § 3E1.1. This includes the defendant meeting with and assisting the Probation Officer in the
10 preparation of the pre-sentence report, being truthful and candid with the Probation Officer, and not
11 otherwise engaging in conduct that constitutes obstruction of justice within the meaning of U.S.S.G
12 § 3C1.1, either in the preparation of the pre-sentence report or during the sentencing proceeding.

13 **3. Reduction of Sentence for Cooperation.**

14 The government agrees to recommend at the time of sentencing that the defendant's sentence of
15 imprisonment be reduced by up to 50% of the applicable guideline sentence if he provides substantial
16 assistance to the government, pursuant to U.S.S.G. § 5K1.1. The defendant understands he must comply
17 with paragraph II.G and not violate this plea agreement as set forth in paragraph II.E herein. The
18 defendant understands it is within the sole and exclusive discretion of the government to determine
19 whether the defendant has provided substantial assistance.

20 The defendant understands the government may recommend a reduction in his sentence of less
21 than 50% or no reduction at all, depending on the level of assistance the government determines the
22 defendant has provided.

23 The defendant further understands that a motion pursuant to U.S.S.G. § 5K1.1 is only a
24 recommendation and is not binding on the Court, this plea agreement confers no right on the defendant
25 to require that the government move for a reduction under § 5K1.1, and this plea agreement confers no
26 remedy on the defendant in the event the government declines to move for a reduction under § 5K1.1. In
27 particular, the defendant agrees not to move to withdraw his guilty plea based on the fact that the
28 government decides not to recommend a sentence reduction or recommends a sentence reduction less

1 than the defendant thinks is appropriate.

2 If the government determines the defendant has provided further cooperation within one year
3 following sentencing, the government may move for a further reduction of his sentence pursuant to Rule
4 35 of the Federal Rules of Criminal Procedure.

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

6 The government is free to provide full and accurate information to the Court and Probation,
7 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate
8 statements or arguments by the defendant, his attorney, Probation, or the Court. The defendant also
9 understands and agrees that nothing in this plea agreement bars the government from defending on
10 appeal or collateral review any sentence that the Court may impose.

11 **IV. ELEMENTS OF THE OFFENSE**

12 At a trial, the government would have to prove beyond a reasonable doubt the following
13 elements of the offense to which the defendant is pleading guilty— conspiracy to transport stolen
14 property interstate, in violation of 18 U.S.C. § 371:

15 First, there was an agreement between two or more persons to commit at least one crime as
16 charged in the information;

17 Second, the defendant became a member of the conspiracy knowing of at least one of its objects
18 and intending to help accomplish it; and

19 Third, one of the members of the conspiracy performed at least one overt act for the purpose of
20 carrying out the conspiracy.

21 As set forth in the information, the defendant is charged with conspiracy to violate the provisions
22 of 18 U.S.C. § 2314, which makes it a federal offense for anyone to transport, transmit, or transfer in
23 interstate or foreign commerce any goods, wares, merchandise, securities or money, of the value of
24 \$5,000 or more, knowing the same to have been stolen, converted or taken by fraud.

25 The defendant fully understands the nature and elements of the crime charged in the information
26 to which he is pleading guilty, together with the possible defenses thereto, and has discussed them with
27 his attorney.

1 V. MAXIMUM SENTENCE

2 A. Maximum Penalty.

3 The maximum sentence the Court can impose for a violation 18 U.S.C. § 371 is five years of
4 incarceration, a fine of up to \$250,000, or twice the pecuniary gain or loss under 18 U.S.C. § 3571(d), a
5 three-year period of supervised release, and a special assessment of \$100.

6 By signing this plea agreement, the defendant also agrees the Court can order the payment of
7 restitution for the full loss caused by the defendant's wrongful conduct. The defendant agrees the
8 restitution order is not restricted to the amounts alleged in the specific count to which he is pleading
9 guilty. The defendant further agrees, as noted above, he will not attempt to discharge in any present or
10 future bankruptcy proceeding any restitution imposed by the Court.

11 B. Violations of Supervised Release.

12 The defendant understands that, if he violates a condition of supervised release at any time
13 during the term of supervised release, the Court may revoke the term of supervised release and require
14 the defendant to serve up to two additional years of imprisonment.

15 VI. SENTENCING DETERMINATION

16 A. Statutory Authority.

17 The defendant understands the Court must consult the Federal Sentencing Guidelines and must
18 take them into account when determining a final sentence. The defendant understands the Court will
19 determine a non-binding and advisory guideline sentencing range for this case pursuant to the
20 Sentencing Guidelines and must take them into account when determining a final sentence. The
21 defendant further understands the Court will consider whether there is a basis for departure from the
22 guideline sentencing range (either above or below the guideline sentencing range) because there exists
23 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into
24 consideration by the Sentencing Commission in formulating the Guidelines. The defendant further
25 understands the Court, after consultation and consideration of the Sentencing Guidelines, must impose a
26 sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

27 B. Guideline Calculations.

28 The government and the defendant agree there is no material dispute as to the following

1 sentencing guidelines variables and, therefore, stipulate to the following:

2 Base offense level: 6, pursuant to U.S.S.G. § 2B1.1(a)(2).

3 Specific offense characteristic: 10 levels are added because the loss in this case is more
4 than \$150,000 but less than \$250,000, pursuant to U.S.S.G. § 2B1.1(b)(1)(F).

5 Chapter Three adjustments: 3 levels are subtracted if the defendant pleads guilty, accepts
6 responsibility for his offense, and the specific offense level is 16 or greater, as provided
7 in paragraph III.B.2 above.

8 The parties estimate, but do not stipulate, to the following:

9 Adjusted offense level: 13.

10 Criminal history: category I.

11 Sentencing range: 12 to 18 months, if the defendant receives a 3-level reduction for
12 acceptance of responsibility. (The defendant understands that, if the criminal history
13 category and/or the adjusted offense level differs from the parties' estimate, his
14 sentencing range may differ from that set forth here.)

15 The parties agree they will not seek or argue in support of any other specific offense
16 characteristics, Chapter Three adjustments (other than the decrease for "Acceptance of Responsibility"),
17 or cross-references, except the government may move for a departure or an adjustment based on the
18 defendant's cooperation (§ 5K1.1) or post-plea obstruction of justice (§ 3C1.1). Both parties agree not to
19 move for, or argue in support of, any other departure from the Sentencing Guidelines.

20 The defendant is free to make any arguments with respect to a variance from the guidelines
21 under 18 U.S.C. § 3553(a). The government reserves its right to oppose any such variance and agrees to
22 recommend a sentence at the low end of the applicable guideline range as determined by the Court.

23 **VII. WAIVERS**

24 **A. Waiver of Constitutional Rights.**

25 The defendant understands that, by pleading guilty, he is waiving the following constitutional
26 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to be
27 assisted at trial by an attorney, who would be appointed if necessary; (d) to pursue any affirmative
28 defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statute of
conviction, and other pretrial motions that have been filed or could be filed; (e) to subpoena witnesses to
testify on his behalf; (f) to confront and cross-examine witnesses against him; and (g) not to be
compelled to incriminate himself.

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

2 The defendant understands the law gives the defendant a right to appeal his guilty plea,
3 conviction, and sentence. The defendant agrees as part of his plea, however, to give up the right to
4 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not
5 exceed the statutory maximum penalties for the offense to which he is pleading guilty. The defendant
6 understands this waiver includes, but is not limited to, any and all constitutional and/or legal challenges
7 to the defendant's conviction and guilty plea, including arguments that the statute to which the defendant
8 is pleading guilty is unconstitutional, and any and all claims that the statement of facts attached to this
9 agreement is insufficient to support the defendant's plea of guilty. The defendant specifically gives up
10 the right to appeal any order of restitution the Court may impose.

11 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if
12 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the
13 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant
14 understands these circumstances occur infrequently and in almost all cases this agreement constitutes a
15 complete waiver of all appellate rights.

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

19 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever
20 attempts to vacate his plea, dismiss the underlying charges, or modify or set aside his sentence on the
21 charges to which he is pleading guilty, the government shall have the rights set forth in Section II.E
22 herein.

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

24 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
25 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
26 investigation and prosecution of all charges in the above-captioned matter and of any related allegations
27 (including, without limitation, any charges to be dismissed pursuant to this plea agreement and any
28 charges previously dismissed).

1 **D. Waiver of Venue.**

2 The defendant understands that the law gives the defendant the right to be prosecuted in the
3 district where the offense was committed. The defendant understands that, by pleading guilty, he is
4 waiving that right as to the crime charged in the information.

5 **E. Impact of Plea on Defendant's Immigration Status.**

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

13 **VIII. ENTIRE PLEA AGREEMENT**

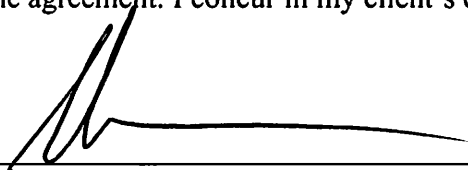
14 Other than this plea agreement, no agreement, understanding, promise, or condition between the
15 government and the defendant exists, nor will such agreement, understanding, promise, or condition
16 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and
17 counsel for the United States.

18 **IX. APPROVALS AND SIGNATURES**

19 **A. Defense Counsel:**

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

23 Dated: 12/11/20


KENNETH H. WINE, ESQ.
Attorney for Defendant

24
25
26 **B. Defendant:**

27 I have read this plea agreement and carefully reviewed every part of it with my attorney. I
28 understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully

1 understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my
2 case. No other promises or inducements have been made to me, other than those contained in this plea
3 agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement.
4 Finally, I am satisfied with the representation of my attorney in this case.

5
6 Dated: December 11, 2020



JONAS JARUT
Defendant

7
8 **C. Attorney for United States:**

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

10 Dated: 12/10/2020

11 MCGREGOR W. SCOTT
United States Attorney

12 

MATTHEW THUESEN
Assistant United States Attorney

1 EXHIBIT "A"

2 Factual Basis for Plea

3 If this matter proceeded to trial, the United States would establish the following facts beyond a
4 reasonable doubt:

5 During the relevant time period, Jonas Jarut worked as a data administrator in the Graduate
6 School of Education at University 1, which was a public university located in Berkeley, California. In
7 that position, his duties included purchasing Apple MacBooks for the graduate school. Jarut was able to
8 purchase the MacBooks in two separate ways. First, he could use an online portal to order the
9 MacBooks directly from Apple. If he used this method, he could purchase Apple products for under
10 \$5,000 without needing approval. Second, Jarut could use his University 1-issued credit card to purchase
11 Apple products. Unless his purchases exceeded \$20,000 in a month, he did not need approval for the
12 purchases.

13 Beginning in or around March 2019, Jarut began using the online portal and his University 1
14 credit card to purchase new MacBooks he falsely represented were for University 1 faculty and staff.
15 Rather than purchasing them for faculty and staff, he purchased them to sell for his own personal gain.
16 After University 1 received the MacBooks Jarut purchased, Jarut stole them. Jarut knew University 1
17 was responsible for paying and did pay for the MacBooks he stole.

18 Initially, Jarut sold the stolen MacBooks through Craigslist. One individual who contacted Jarut
19 about purchasing a MacBook for sale on Craigslist was Co-conspirator 1. Co-conspirator 1 lived in
20 Folsom, California.

21 After first selling Co-conspirator 1 stolen MacBooks through Craigslist, Jarut and Co-conspirator
22 1 agreed that Jarut would sell them directly to Co-conspirator 1. The stolen MacBooks Jarut agreed to
23 sell and did sell Co-conspirator 1 were new and still in their original packaging.

24 Jarut often communicated with Co-conspirator 1 about selling MacBooks Jarut stole over text
25 message. At times, Jarut contacted Co-conspirator 1 and provided the specifications of MacBooks he
26 had for sale. At other times, Co-conspirator 1 contacted Jarut and asked him if he had MacBooks with
27 certain specifications to sell. During their communications, Jarut and Co-conspirator 1 discussed and
28 agreed on the prices Jarut was willing to accept and Co-conspirator 1 was willing to pay for the stolen
MacBooks.

Throughout the time he agreed to and did sell Co-conspirator 1 stolen MacBooks, Jarut knew
Co-conspirator 1 was buying the MacBooks to resell to other buyers. Jarut also knew the prices Co-
conspirator 1 offered and agreed to pay Jarut for the stolen MacBooks were based on the prices at which
Co-conspirator 1 could sell them to other buyers.

Examples of their communications include the following text message exchanges:

July 21, 2019:

Jarut: Hey FYI I got additional 2 15" [MacBooks] this morning. Let/nMe know if you are
interested. I will be in Vacaville this afternoon

Co-conspirator 1: I can take them . . . but it would have to be for \$1875 each. My buyers prices
are coming down. I'm tied up today with family but will be in the area tomorrow

September 5, 2019:

Jarut: hey I have 2 MV902LL/A [MacBooks]. Let me know if interested.

1 **Co-conspirator 1:** Sure I'll take. Can you do \$1825 on them?

2 **Jarut:** yeah i can do 1825

3 **Jarut:** I know the prices are still on the low end at retailers

4 **Co-conspirator 1:** Yeah . . .

5 **September 26, 2019:**

6 **Jarut:** Hey got 2 15" 256g [MacBooks] let me know if you are I the area and interested

7 **Jarut:** I could also go to Vacaville on Friday or if your brother will be around

8 **Co-conspirator 1:** Hey, sure I'll take um. I can probably get to Vacaville on Friday. What time?
9 Any way you can do \$1810? Customers keep dropping on me little by little

10 **Jarut:** Dang

11 **Jarut:** Sure man

12 **Jarut:** I know the market is low

13 **March 31, 2020 to April 1, 2020:**

14 **Co-conspirator 1:** Do you know if you have any 16" [MacBooks] this week?

15 **Co-conspirator 1:** I have a customer who needs 1

16 **Jarut:** Hey I will find out tomorrow morning and let u know

17 **Co-conspirator 1:** Ok sounds good

18 **Jarut:** Hey I got one. The people who sort this wanted to increase price but I told this is for me
19 so it was fine

20 **Jarut:** Seems like there is a shortage at the moment

21 **Co-conspirator 1:** Oh damn! By how much? If anything as you know prices are
22 dropping...\$1840 is already over 75% But let me know

23 **Jarut:** Say I have to go for 1865 for me to make something but I told them also I can't go with
24 the increase now and left it at that. Will see what they say the next time around.

25 **Jarut:** 1840 is still ok at the moment

26 **Co-conspirator 1:** Ok. I will either be down tomorrow or Friday...I'll keep you posted!

27 **Jarut:** That's what I'm wondering how are they increasing prices

28 **Jarut:** Maybe trying to gouge because of COVID19 lol

1 **Jarut:** Cool let me know

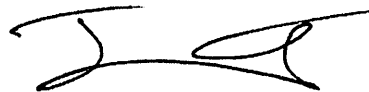
2 **Co-conspirator 1:** Sounds good!

3 After purchasing stolen MacBooks from Jarut, at times, Co-conspirator 1 resold and shipped the
4 MacBooks from Folsom, California, to buyers located outside the State of California.

5 In total, from in or around March 2019 through in or around June 2020, Jarut sold Co-conspirator
6 1 at least approximately 90 MacBooks he stole from University 1. The cost to University 1 of those
MacBooks was approximately \$209,057.

7 *I have read and carefully reviewed with my attorney this Factual Basis for Plea. I agree that it is
8 true and correct. I also agree that, if this matter proceeded to trial, the United States could establish
9 each of the facts contained within this Factual Basis for Plea beyond a reasonable doubt, and that those
10 facts satisfy the elements of the offense to which I am pleading guilty. Additionally, I agree that this
Factual Basis for Plea is a summary made for the purpose of providing the Court with a factual basis
for my guilty plea, and it does not include all of the facts known to me concerning criminal activity in
which I and others engaged.*

11 Dated: December 11, 2020



JONAS JARUT
Defendant