

1 MCGREGOR W. SCOTT
United States Attorney
2 MATTHEW THUESEN
Assistant United States Attorney
3 501 I Street, Suite 10-100
Sacramento, CA 95814
4 Telephone: (916) 554-2700
Facsimile: (916) 554-2900

5 Attorneys for Plaintiff
6 United States of America

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

10 UNITED STATES OF AMERICA,
11 Plaintiff,
12 v.
13 PATRICIA CASTANEDA,
14 Defendant.

CASE NO. 2:21-CR-15 KJM
PLEA AGREEMENT
DATE: March 22, 2021
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 federal program theft, in violation of 18
19 U.S.C. § 666(a)(1)(A). This document contains the complete plea agreement between the United States
20 Attorney’s Office for the Eastern District of California (the “government”) and the defendant regarding
21 this case. This plea agreement is limited to the United States Attorney’s Office for the Eastern District of
22 California and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory
23 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 her guilty plea, and she 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 she will
7 receive.

8 **II. DEFENDANT'S OBLIGATIONS**

9 **A. Guilty Plea.**

10 The defendant will plead guilty to federal program theft, in violation of 18 U.S.C.
11 § 666(a)(1)(A), as charged in the Information. The defendant agrees she is in fact guilty of that charge
12 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 she will not be allowed to withdraw her plea
15 should the Court not follow the government's sentencing recommendations.

16 The defendant agrees the statements she 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, she is entitled to be
24 indicted by a grand jury on the charge to which she is pleading guilty and that, pursuant to Rule 7(b) of
25 the Federal Rules of Criminal Procedure, she agrees to waive any and all rights she 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, she 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 her 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 \$4,077,832 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 she 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 she is unable to pay
11 a fine and no fine should be imposed. The defendant understands it is her affirmative burden to prove
12 she is 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 she 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 her plea,
24 or tries to withdraw her 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 she
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 her 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 she fails to complete truthfully and provide the
7 described documentation to the United States Attorney’s Office within the allotted time, she will be
8 considered in violation of the agreement, and the government shall be entitled to the remedies set forth
9 in section II.E 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 her 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 **C. Use of Information for Sentencing.**

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

19 **IV. ELEMENTS OF THE OFFENSE**

20 At a trial, the government would have to prove beyond a reasonable doubt the following
21 elements of the offense to which the defendant is pleading guilty— federal program theft:

22 First, at the time set forth in the Information, defendant was an agent of University 1;

23 Second, in a one-year period, University 1 received federal benefits in excess of \$10,000;

24 Third, defendant stole, obtained by fraud, or knowingly converted property; and

25 Fourth, the property stolen, obtained by fraud, or knowingly converted was of a value of at least
26 \$5,000.

27 The defendant fully understands the nature and elements of the crime charged in the Information
28 to which she is pleading guilty, together with the possible defenses thereto, and has discussed them with

1 her attorney.

2 **V. MAXIMUM SENTENCE**

3 **A. Maximum Penalty.**

4 The maximum sentence the Court can impose for a violation 18 U.S.C. § 666(a)(1)(A) is ten
5 years of incarceration, a fine of up to \$250,000, or twice the pecuniary gain or loss under 18 U.S.C. §
6 3571(d), a three-year period of supervised release, and a special assessment of \$100.

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

12 **B. Violations of Supervised Release.**

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

16 **VI. SENTENCING DETERMINATION**

17 **A. Statutory Authority.**

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

28

1 testify on her behalf; (f) to confront and cross-examine witnesses against her; and (g) not to be
2 compelled to incriminate herself.

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

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

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

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

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

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

26 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
27 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
28 investigation and prosecution of all charges in the above-captioned matter and of any related allegations

1 (including, without limitation, any charges to be dismissed pursuant to this plea agreement and any
2 charges previously dismissed).

3 **D. Waiver of Venue.**

4 The defendant understands that the law gives the defendant a right to be prosecuted in the district
5 where the offense was committed. The defendant understands that, by pleading guilty, she is waiving
6 that right as to the crime charged in the Information.

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

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

15 **VIII. ENTIRE PLEA AGREEMENT**

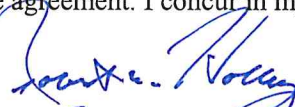

16 Other than this plea agreement, no agreement, understanding, promise, or condition between the
17 government and the defendant exists, nor will such agreement, understanding, promise, or condition
18 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and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

20 **IX. APPROVALS AND SIGNATURES**

21 **A. Defense Counsel:**

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

25 Dated: 12-21-2021

26 

27 ROBERT M. HOLLEY, ESQ.
JASON R. HOLLEY, ESQ.
Attorneys for Defendant
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my case. No other promises or inducements have been made to me, other than those contained in this plea agreement. In addition, no one has 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: 1/21/21




PATRICIA CASTANEDA
Defendant

C. Attorney for United States:

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

Dated: 3/15/21

McGREGOR W. SCOTT
United States Attorney


MATTHEW THUESEN
Assistant United States Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"

Factual Basis for Plea

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

During the relevant time period, Patricia Castaneda worked in the School of Humanities and Sciences at University 1, which was a private university located in Stanford, California. In her position, Castaneda's duties included ordering Apple MacBooks for the School of Humanities and Sciences under a replacement program that allowed faculty and staff to get a new computer every three years.

In 2009 or 2010, Castaneda began stealing MacBooks from University 1 and selling them for her own personal gain. Castaneda ordered new MacBooks she falsely represented were for faculty and staff when, in fact, Castaneda knew she was ordering the MacBooks to steal and sell to others.

Castaneda initially sold the stolen MacBooks by posting them on Craigslist. One individual who responded to a post and purchased a stolen MacBook was Person 3. After that sale, Castaneda agreed to and did begin selling stolen MacBooks directly to Person 3. At first, Person 3 met with Castaneda and paid her cash for the MacBooks. In or around 2014, Person 3 moved to Central America. After Person 3 moved, Castaneda began sending the stolen MacBooks to another individual at Person 3's direction, and Person 3 and his wife began paying Castaneda through PayPal and by wiring funds to her bank account.

Another person who responded to one of Castaneda's Craigslist postings was Person 2. Person 2 lived in Folsom, California. In or around February 2016, Castaneda began giving the stolen MacBooks to her brother, Person 1, to sell to Person 2. Patricia Castaneda and Person 1 shared the money Person 2 paid Person 1 for the MacBooks.

After purchasing stolen MacBooks from Person 1, at times, Person 2 resold and shipped the stolen MacBooks from Folsom, California, to buyers located outside the State of California.

The table below contains examples of Castaneda's theft of MacBooks from University 1:

Apx. Date of Theft	Property Stolen	Apx. Value of Stolen Property
July 16, 2018	20 Apple MacBooks	\$55,605
December 6, 2018	15 Apple MacBooks	\$59,003
June 13, 2019	19 Apple MacBooks	\$56,053

//
//
//
//
//
//
//
//

1 In total, the cost to University 1 of the MacBooks Castaneda stole was at least over \$4 million.

2 In each of the years 2018 and 2019, University 1 received over \$10,000 in federal grants.

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

7 Dated:

8 1/21/21



PATRICIA CASTANEDA
Defendant