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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 ERIC CASTANEDA,
14 Defendant.

CASE NO. 2:21-cr-30 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 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 charges 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 \$2,283,155 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 offenses.

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.

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 **III. THE GOVERNMENT’S OBLIGATIONS**

11 **A. Other Charges.**

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

17 **B. Recommendations.**

18 **1. Incarceration Range.**

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

21 **2. Acceptance of Responsibility.**

22 The government will recommend a two-level reduction (if the offense level is less than 16) or a
23 three-level reduction (if the offense level reaches 16) in the computation of the defendant’s offense
24 level, if the defendant clearly demonstrates acceptance of responsibility for his conduct as defined in
25 U.S.S.G. § 3E1.1. This includes the defendant meeting with and assisting the Probation Officer in the
26 preparation of the pre-sentence report, being truthful and candid with the Probation Officer, and not
27 otherwise engaging in conduct that constitutes obstruction of justice within the meaning of U.S.S.G
28 § 3C1.1, either in the preparation of the pre-sentence report or during the sentencing proceeding.

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

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

7 **IV. ELEMENTS OF THE OFFENSE**

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

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

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

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

17 As set forth in the information, the defendant is charged with conspiracy to violate the provisions
18 of 18 U.S.C. § 2314, which makes it a federal offense for anyone to transport, transmit, or transfer in
19 interstate or foreign commerce any goods, wares, merchandise, securities or money, of the value of
20 \$5,000 or more, knowing the same to have been stolen, converted or taken by fraud.

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

24 **V. MAXIMUM SENTENCE**

25 **A. Maximum Penalty.**

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

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

6 **B. Violations of Supervised Release.**

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

10 **VI. SENTENCING DETERMINATION**

11 **A. Statutory Authority.**

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

22 **B. Guideline Calculations.**

23 The government and the defendant agree there is no material dispute as to the following
24 sentencing guidelines variables and, therefore, stipulate to the following:

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

26 Specific offense characteristic: 16 levels are added because the loss in this case is more
27 than \$1,500,000 but less than \$3,500,000, pursuant to U.S.S.G. § 2B1.1(b)(1)(I).

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

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

2 Adjusted offense level: 19.

3 Criminal history: category II.

4 Sentencing range: 33 to 41 months, if the defendant receives a 3-level reduction for
5 acceptance of responsibility. (The defendant understands that, if the criminal history
6 category and/or the adjusted offense level differs from the parties' estimate, his
7 sentencing range may differ from that set forth here.)

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

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

16 VII. WAIVERS

17 A. Waiver of Constitutional Rights.

18 The defendant understands that, by pleading guilty, he is waiving the following constitutional
19 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
20 assisted at trial by an attorney, who would be appointed if necessary; (d) to pursue any affirmative
21 defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of
22 conviction, and other pretrial motions that have been filed or could be filed; (e) to subpoena witnesses to
23 testify on his behalf; (f) to confront and cross-examine witnesses against him; and (g) not to be
24 compelled to incriminate himself.

25 B. Waiver of Appeal and Collateral Attack.

26 The defendant understands the law gives the defendant a right to appeal his guilty plea,
27 conviction, and sentence. The defendant agrees as part of his plea, however, to give up the right to
28 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not
exceed the statutory maximum penalties for the offense to which he is pleading guilty. The defendant

1 understands this waiver includes, but is not limited to, any and all constitutional and/or legal challenges
2 to the defendant's conviction and guilty plea, including arguments that the statutes to which the
3 defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts
4 attached to this agreement is insufficient to support the defendant's plea of guilty. The defendant
5 specifically gives up the right to appeal any order of restitution the Court may impose.

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

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

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

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

19 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
20 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
21 investigation and prosecution of all charges in the above-captioned matter and of any related allegations
22 (including, without limitation, any charges to be dismissed pursuant to this plea agreement and any
23 charges previously dismissed).

24 **D. Waiver of Venue.**

25 The defendant understands that the law gives the defendant a right to be prosecuted in the district
26 where the offense was committed. The defendant understands that, by pleading guilty, he is waiving that
27 right as to the crime charged in the information.
28

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

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

9 **VIII. ENTIRE PLEA AGREEMENT**

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

14 **IX. APPROVALS AND SIGNATURES**

15 **A. Defense Counsel:**

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

19 Dated: 2/5/21



20 _____
21 JOSEPH WISEMAN, ESQ.
22 Attorney for Defendant

23 **B. Defendant:**

24 I have read this plea agreement and carefully reviewed every part of it with my attorney. I
25 understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully
26 understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my
27 case. No other promises or inducements have been made to me, other than those contained in this plea
28 agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement.

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Finally, I am satisfied with the representation of my attorney in this case.

Dated: 2/5/21



ERIC 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 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, Person 1 worked in the School of Humanities and Sciences at
6 University 1, which was a private university located in Stanford, California. In that position, Person 1's
7 duties included purchasing Apple MacBooks for the School of Humanities and Sciences under a
8 replacement program that allowed faculty and staff to get a new computer every three years. Person 1
9 ordered new MacBooks she falsely represented were for faculty and staff. After the MacBooks arrived at
10 University 1, Person 1 stole them.

11 In or around February 2016, Person 1 began giving Eric Castaneda the stolen MacBooks to sell
12 to Co-conspirator 1. They agreed to share the money Co-conspirator 1 paid Castaneda. Co-conspirator 1
13 lived in Folsom, California.

14 Castaneda often communicated with Co-conspirator 1 about selling Co-conspirator 1 the stolen
15 MacBooks over text message. At times, Castaneda contacted Co-conspirator 1 and provided the
16 specifications of MacBooks he had for sale. At other times, Co-conspirator 1 contacted Castaneda and
17 asked him if he had MacBooks to sell. During their communications, Castaneda and Co-conspirator 1
18 discussed and agreed on the prices Co-conspirator 1 would pay for the stolen MacBooks, as well as
19 meeting places to exchange the MacBooks for cash.

20 The MacBooks Person 1 stole from University 1, which Castaneda then sold to Co-conspirator 1,
21 were new and in their original packaging. Castaneda knew the MacBooks he sold Co-conspirator 1 were
22 stolen.

23 Throughout the time he agreed to and did sell Co-conspirator 1 new MacBooks Person 1 stole
24 from University 1, Castaneda knew Co-conspirator 1 was buying the MacBooks to resell to other
25 buyers. Castaneda also knew the prices Co-conspirator 1 offered and agreed to pay for the stolen
26 MacBooks were based on the prices at which Co-conspirator 1 could sell them to other buyers.

27 Examples of Castaneda and Co-conspirator 1's communications include the following text
28 message exchanges:

February 6, 2016:

Co-conspirator 1: Hey man, did you talk to your sister at all about getting more computers?

Castaneda: Hey what's going on [Co-conspirator 1]? I may be able to get a couple more this
coming week. , I will definitely shoot I a text if I do. Maybe Monday or Tuesday?

Co-conspirator 1: Very cool. Please let me know...any apple stuff, any quantity Thanks man!

Castaneda: About how many are u looking for? If we can get more I just don't want to be stuck
with any u know?

Co-conspirator 1: I would literally buy 100 if they were there to buy. My challenge is just
always finding inventory...

Castaneda: Ok, most likely can't get that amount lol but I'll try to get what I can. Will let u
know

Co-conspirator 1: Sounds good. Just keep me in the loop, no pressure. I am just always looking

1 **October 15, 2016:**

2 **Castaneda:** Hey bud, listen I talked to my guy and I guess they had a mix up about when these
3 ingots [MacBooks] were available, I will not be able to get them until Friday the 21st. Still 10 at
4 1625

5 **Co-conspirator 1:** Ugh man that kills me I had a buyer lined up for all 15

6 ...

7 **Co-conspirator 1:** Is there any chance you'd have them by Tuesday/Wednesday/Thursday? I
8 don't want to kill this deal with my guy if all of a sudden they show up

9 **Castaneda:** Just found out there is a good chance I can get them Thursday in which case we can
10 meet that day and u still able to ship Friday as usual. Will confirm with u Monday? Sound good?

11 **Co-conspirator 1:** Ok . . . Thursday could work

12 **Castaneda:** I'm hoping for the best bud, will try my hardest to make it happen

13 **June 28-29, 2017:**

14 **Castaneda:** What's up bud? How u doing? My guy has 5-MPTT2LL/A [MacBooks] he wants
15 2300 for since these are priced at 2799. I believe also 2-MPXY2LL/A [MacBooks] 1700 but I'd
16 have to confirm on that 13" - 15" he has though if ur interested

17 **Co-conspirator 1:** Hey buddy . . . can he did \$2250 and \$1650?

18 **Co-conspirator 1:** Do I mean

19 ...

20 **Castaneda:** What's up bud, my guy got back to me and said that there is a good possibility that
21 he will have another 10 space grey 15" available, so that's 17 units total (2 being 13") he has no
22 problem with that price if u take them all off his hands. The only issue is that the other 10 will
23 not be here until Friday, he would like to sell all at once

24 **Castaneda:** Let me know if ur interested in all and I can confirm

25 **Co-conspirator 1:** Yep I'll take them all. I'll leave cash with John

26 **March 21-22, 2018:**

27 **Castaneda:** What's up bud, so I'm supposed to get 10 tomorrow. Think I should have them by
28 6pm

...

Co-conspirator 1: I should be able to round up the cash. . . I'll keep you in the loop tomorrow

Castaneda: Ok man

Co-conspirator 1: Should be fine with money. Are you able to meet any earlier?

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...
Castaneda: Going to get them at 5, can meet about 5:30? Does that work?

...
Co-conspirator 1: Running early . . . should be there by 5

Castaneda: Oh Ok I wouldn't be there until almost 5:30 I think

Co-conspirator 1: I'll hang out

Castaneda: Sorry man, I can't get them til 5 I'll try to rush it

Castaneda: On my way

Co-conspirator 1: Gonna go to the parking lot across the street. Cop here

July 12, 2018:

Co-conspirator 1: We have a bit of an issue

Co-conspirator 1: Apple released new laptops today [. . .]

Co-conspirator 1: Let me know what you want to do. My buyer is not buying for now until he figures out what price they'll be trading for . . . so I'll be stuck with them, which is fine. But needless to say I'll have to buy them for less. I hate when Apple does this shit . . .

Castaneda: I won't be able to get those for about 2-3 months. im fine with going lower but I have to check with my guy. How much are we talking here and I'll see if he's ok with it

...
Co-conspirator 1: That's fine. Let's do \$1900 on this round if I can get them today . . . I'll be able to ship and lock in whatever price I get back later today. I'd rather make something then nothing . . . I'm worried if I don't ship until next week they may be going for less. I don't know . . . all this shit is so

August 18, 2018:

Castaneda: Hey bud, got 8 new units 2250 per unit

Co-conspirator 1: Ok . . .I should be able to take them in one shot if you can wait until Saturday/Sunday. I you need funds right away I can wire you

Castaneda: I can wait, I'll be out of town from fri to Sunday. I think he is getting another 8 this Thursday if ur interested in those as well. We can do them in smaller batches if you need

Co-conspirator 1: Yes I'll take those. What time are you back Sunday?

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

In total, from in or around February 2016 through in or around July 2019, Castaneda sold Co-conspirator 1 at least approximately 800 MacBooks Person 1 stole from University 1. The cost to University 1 of those MacBooks was approximately \$2.3 million.

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

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Dated: 2/5/21



ERIC CASTANEDA
Defendant