

1 PHILLIP A. TALBERT
United States Attorney
2 JEFFREY A. SPIVAK
Assistant United States Attorney
3 2500 Tulare Street, Suite 4401
Fresno, CA 93721
4 Telephone: (559) 497-4000
Facsimile: (559) 497-4099

5
6 Attorneys for Plaintiff
7 United States of America

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

10
11 UNITED STATES OF AMERICA,
12
13 Plaintiff,
14 v.
15 JEFFREY MENGE,
16 Defendant.

CASE NO. *2:23-CR-00313-TLN*
PLEA AGREEMENT
DATE: TBD
TIME: TBD

17 I. INTRODUCTION

18 A. Scope of Agreement.

19 The Information in this case charges the defendant with violation(s) of 18 U.S.C. § 666 – Theft
20 Concerning Programs Receiving Federal Funds. This document contains the complete plea agreement
21 between the United States Attorney’s Office for the Eastern District of California (the “government”)
22 and the defendant regarding this case. This plea agreement is limited to the United States Attorney’s
23 Office for the Eastern District of California and cannot bind any other federal, state, or local
24 prosecuting, administrative, or regulatory authorities.

25 B. Court Not a Party.

26 The Court is not a party to this plea agreement. Sentencing is a matter solely within the
27 discretion of the Court, and the Court may take into consideration any and all facts and circumstances
28

1 concerning the criminal activities of defendant, including activities which may not have been charged in
2 the Information. The Court is under no obligation to accept any recommendations made by the
3 government, and the Court may in its discretion impose any sentence it deems appropriate up to and
4 including the statutory maximum stated in this plea agreement.

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

10 Under the provisions of Rule 11(c)(3), the Court may accept or reject the plea agreement, or may
11 defer its decision as to the acceptance or rejection until there has been an opportunity to consider the
12 presentence report. If the Court accepts the plea agreement, the Court will inform the defendant that it
13 will embody in the judgment and sentence the disposition provided for in this plea agreement. If the
14 Court rejects this plea agreement, the Court shall so advise the defendant, allow the defendant the
15 opportunity to withdraw his plea(s), and advise him that if he persists in a guilty plea the disposition of
16 the case may be less favorable to him than is contemplated by this plea agreement.

17 **II. DEFENDANT'S OBLIGATIONS**

18 **A. Guilty Plea.**

19 The defendant will plead guilty to Count 1 – Theft Concerning Programs Receiving Federal
20 Funds. The defendant agrees that he is in fact guilty of these charges and that the facts set forth in the
21 Factual Basis for Plea attached hereto as Exhibit A are accurate.

22 The defendant agrees that this plea agreement will be filed with the Court and become a part of
23 the record of the case. The defendant understands and agrees that he will not be allowed to withdraw his
24 plea(s) should the Court not follow the government's sentencing recommendations.

25 The defendant agrees to return a fully executed

26 The defendant agrees that the statements made by him in signing this Agreement, including the
27 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by
28 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a

1 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f)
2 and Fed. R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this
3 Agreement generally.

4 1. Waiver of Indictment:

5 The defendant acknowledges that under the United States Constitution he is entitled to be
6 indicted by a grand jury on the charges to which he is pleading guilty and that pursuant to Fed.R.Crim.P.
7 7(b) he agrees to waive any and all rights he has to being prosecuted by way of indictment to the charges
8 set forth in the information. The defendant agrees that at a time set by the Court, he will sign a written
9 waiver of prosecution by Indictment and consent to proceed by Information rather than by Indictment.

10 **B. Restitution.**

11 The Mandatory Victim Restitution Act requires the Court to order restitution to the victims of
12 certain offenses. Defendant agrees that his conduct is governed by the Mandatory Restitution Act
13 pursuant to 18 U.S.C. § 3663A(c)(1)(A)(ii) and agrees to pay the full amount of restitution to all victims
14 affected by this offense, including, but not limited to, the victims covered in the factual basis, victims
15 covered in those counts to be dismissed as part of the plea agreement pursuant to 18 U.S.C. §
16 3663A(a)(3), and other victims as a result of the defendant's conduct. The amount of restitution will be
17 between \$550,000 and \$1,500,000 dollars.

18 Defendant agrees that all criminal monetary penalties imposed by the court, including restitution,
19 will be due in full immediately at time of sentencing and subject to immediate enforcement by the
20 government. Defendant agrees that any payment schedule or plan set by the court is merely a minimum
21 and does not foreclose the United States from collecting all criminal monetary penalties at any time
22 through all available means.

23 Defendant further agrees that he will not seek to discharge any restitution obligation or any part
24 of such obligation in any bankruptcy proceeding.

25 Defendant shall not sell, encumber, transfer, convey, or otherwise dispose of any of his assets
26 without prior written consent of the United States Attorney, except that the defendant may sell, transfer
27 or convey personal property (including used vehicles and personal items, but not financial instruments,
28 ownership interests in business entities or real property) with an aggregate value of less than \$5,000.

1 Payment of restitution shall be by cashier's or certified check made payable to the Clerk of the
2 Court.

3 **C. Fine.**

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

5 **D. Special Assessment.**

6 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering
7 a check or money order payable to the United States District Court to the United States Probation Office
8 immediately before the sentencing hearing.

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

10 If the violates this plea agreement in any way, withdraws his plea, or tries to withdraw his plea,
11 this plea agreement is voidable at the option of the government. If the government elects to void the
12 agreement based on the defendant's violation, the government will no longer be bound by its
13 representations to the defendant concerning the limits on criminal prosecution and sentencing as set
14 forth herein. A defendant violates the plea agreement by committing any crime or providing or
15 procuring any statement or testimony which is knowingly false, misleading, or materially incomplete in
16 any litigation or sentencing process in this case, or engages in any post-plea conduct constituting
17 obstruction of justice. The government also shall have the right (1) to prosecute the defendant on any of
18 the counts to which he pleaded guilty; (2) to reinstate any counts that may be dismissed pursuant to this
19 plea agreement; and (3) to file any new charges that would otherwise be barred by this plea agreement.
20 The defendant shall thereafter be subject to prosecution for any federal criminal violation of which the
21 government has knowledge. The decision to pursue any or all of these options is solely in the discretion
22 of the United States Attorney's Office.

23 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
24 defenses that the defendant might have to the government's decision. Any prosecutions that are not
25 time-barred by the applicable statute of limitations as of the date of this plea agreement may be
26 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of
27 limitations between the signing of this plea agreement and the commencement of any such prosecutions.
28 The defendant agrees not to raise any objections based on the passage of time with respect to such

1 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy
2 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as
3 of the date of this plea agreement. The determination of whether the defendant has violated the plea
4 agreement will be under a probable cause standard.

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

13 **F. Forfeiture.**

14 The defendant agrees to forfeit to the United States voluntarily and immediately all of his right,
15 title, and interest to any and all assets subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C), 28
16 U.S.C. § 2461(c), and Fed. R. Crim. P. 32.2(b). Those assets include, but are not limited to, the
17 following:

- 18 1. Real property located at 2760 Pommel Way, Copperopolis, California, Calaveras County,
19 APN: 054-005-008-000;
- 20 2. Approximately \$30,150.00 U.S. Currency;
- 21 3. Approximately 3.8583218 Ethereum seized from Wallet Number
22 0x0489703a78dba055a2a68751288f6e53457a0823 in the name of Jeffrey Menge;
- 23 4. 2010 Ferrari 458 Italia, License No. 8TDX455, VIN: ZFF67NFA8A0173772;
- 24 5. 2010 Audi R8 Quattro, License No. 8XWE363, VIN: WUAANAFG9AN000313;
- 25 6. 2019 Jeep Wrangler Hellcat, License No. 8HSX070, VIN: 1C4HJXFN3KW537053;
- 26 7. Breitling Endurance Pro Red Black Super Quartz Watch, serial number 8033312;
- 27 8. Tudor 1926 Automatic Watch, serial number 79869U1
- 28 9. Seiko Prospex Alpinist Limited Model SBDC091 Watch, serial number 130855;
10. Swarovski ATS 80 20-60X Spotting Scope Kit;
11. First Lite Uncompahgre Puffy Pant;
12. First Lite Mens Chamberlin Down Jacket;
13. Nightforce ATACR 4-16x42mm;
14. Black Apple iPad Mini 5th Generation, serial number DMPYVQS2LM93, with a clear
case;
15. Silver Apple MacBook Pro with blue and white floral design case;
16. Black Transcend Thumb Drive;

- 1 17. Silver Apple Mac Mini, Model A2348, serial number H2WFN1NMQ6P0;
- 2 18. Apple MacBook Air A2337, serial number FVFDQRMQL5;
- 3 19. Apple Mac Studio, serial number Q0R3W79XG7;
- 4 20. HP EliteBook;
- 5 21. Black Apple iPhone 13 Pro, serial number 353851661382910;
- 6 22. Grey Harmon/Kardon ViewSonic LED Projector, serial number VH2194602420;
- 7 23. Five (5) Blink outdoor cameras;
- 8 24. DJI Mavic 2 Pro with smart controller;
- 9 25. Goal Zero Yeti 1400 lithium solar-powered battery;
- 10 26. Stinger Radio Pro Advanced Integrated Installation Kit for Jeep Wrangler JL;
- 11 27. Two LED curved monitors;
- 12 28. Autel MaxiSYS Elite Automotive Diagnostic and ECU Coding Programming System
with Wifi/Bluetooth, J2534, 9sia2vf39e6541;
- 13 29. One Imperial Tool 364FHA12 Lever Tube Bender;
- 14 30. One OTC 3415 CAN Test Box Protocol Detector, Item No. 3415;
- 15 31. One Wiha Tools Screwdriver Set NMPCS50, Item No. 30D486;
- 16 32. One SK Professional Tools Socket Set, SAE 1/4 IN. Drive 10 PC, Item No. 20K441;
- 17 33. One SK Professional Tools Socket Set, Metric 1/4 IN. Drive 13 PC, Item No. 20K430;
- 18 34. One SK Professional Tools Socket Set, SAE 3/8 IN. Drive 13 PC, Item No. 20K479;
- 19 35. One SK Professional Tools Socket Set, Metric 3/8 IN. Drive 19 PC, Item No. 20K480;
- 20 36. One SK Professional Tools Socket Set, Metric 3/8 IN. Drive 14 PC, Item No. 20K460;
- 21 37. One SK Professional Tools Socket Set, Metric 3/8 IN. Drive 13 PC, Item No. 20K476;
- 22 38. One SK Professional Tools Socket Set, Metric 3/8 IN. Drive 11 PC, Item No. 20K459;
- 23 39. One SK Professional Tools Socket Set, SAE 1/2 IN. Drive 15 PC, Item No. 20K349;
- 24 40. One SK Professional Tools Socket Set, Metric 1/2 IN. Drive 15 PC, Item No. 20K409;
41. One Milwaukee Impact Socket Set, 1/2 IN. Drive 9 PC, Item No. 19F372;
42. One Proto Electronic Torque Wrench, 1/2 IN. Drive, Item No. 56J4A8;
43. One CDI 2401 CI3 Drive Computorq 3 Electronic Torque Wrench Blue;
44. One Proto Hand Ratchet 25 1/2 IN. Chrome, 1/2 IN., Item No. 53GL81;
45. One Proto Hand Ratchet 12 1/2 IN. Chrome, 3/8 IN., Item No. 53GL86;
46. One Proto Hand Ratchet 9 IN. Chrome, 1/4 IN., Item No. 53GL91;
47. One Milwaukee 2997-23SPO M18 Fuel 18 Volt Lithium-Ion Brushless Cordless Combo
Kit Rolling Tool Box;
48. One Branson Ultra Sonic Cleaner, 2.5-GAL, 120 Volt, Item No. 391365;
49. One Fluke Video Borescope 7" Monitor 8.5mm Camera, Item No. 485A72;
50. Westward Screwdriver Bit Set, 175 PC, Item No. 1 VX02;
51. Kukai SEC-E9 CNC Laser Key Cutter Automatic Duplicate Key Cutting Machine with
Android Tablet SL423;
52. One 200-Watt Super Quiet Gas-Powered Portable Inverter Generator; and
53. A personal money judgment in the amount of between \$550,000 and \$1,500,000, less any
forfeited assets/funds.

25 The defendant agrees that the listed assets constitute property, real or personal, which constitutes
26 or is derived from proceeds traceable to a violation of 18 U.S.C. § 666.

27 If the defendant is able to make full restitution prior to sentencing, the United States agrees to
28 forgo forfeiture of the real property located at 2760 Pommel Way, Copperopolis, California, Calaveras

1 County (APN: 054-005-008-000).

2 The defendant agrees to fully assist the government in the forfeiture of the listed assets and to
3 take whatever steps are necessary to pass clear title to the United States. Defendant agrees to return a
4 fully executed version of the Stipulation and Consent of Forfeiture together with this plea agreement.
5 Defendant understands and acknowledges that the execution and return of the Stipulation and Consent to
6 Forfeiture is a condition precedent to this plea agreement being effective.

7 The defendant shall not sell, transfer, convey, or otherwise dispose of any of his assets, including
8 but not limited to, the above-listed assets.

9 The defendant agrees not to file a claim to any of the listed property in any civil proceeding,
10 administrative or judicial, which may be initiated. The defendant agrees to waive his right to notice of
11 any forfeiture proceeding involving this property, and agrees to not file a claim or assist others in filing a
12 claim in that forfeiture proceeding.

13 The defendant waives the notice provision of Fed. R. Crim. P. 32.2(a). The defendant knowingly
14 and voluntarily waives his right to a jury trial on the forfeiture of assets. The defendant knowingly and
15 voluntarily waives all constitutional, legal and equitable defenses to the forfeiture of these assets in any
16 proceeding. The defendant agrees to waive any jeopardy defense, and agrees to waive any claim or
17 defense under the Eighth Amendment to the United States Constitution, including any claim of
18 excessive fine, to the forfeiture of the assets by the United States, the State of California or its
19 subdivisions. The defendant waives oral pronouncement of forfeiture at the time of sentencing, and any
20 defenses or defects that may pertain to the forfeiture.

21 **G. Asset Disclosure.**

22 The defendant agrees to make a full and complete disclosure of his assets and financial
23 condition, and will complete the United States Attorney's Office's "Authorization to Release
24 Information" and "Financial Disclosure Statement" within three (3) weeks from the entry of the
25 defendant's change of plea, including supporting documentation. The defendant also agrees to have the
26 Court enter an order to that effect. The defendant understands that if he fails to complete truthfully and
27 provide the described documentation to the United States Attorney's Office within the allotted time, he
28 will be considered in violation of the agreement, and the government shall be entitled to the remedies set

1 forth in section II.E above.

2 Defendant expressly authorizes the United States to immediately obtain a credit report to
3 evaluate defendant's ability to satisfy any monetary penalty imposed by the court. Defendant also
4 authorizes the U.S. Attorney's Office to inspect and copy all financial documents and information held
5 by the U.S. Probation Office.

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

7 **A. Dismissals/Other Charges.**

8 The government agrees not to bring any other charges arising from the conduct outlined in the
9 Factual Basis attached hereto as Exhibit A. The government also agrees not to reinstate any dismissed
10 count except if this agreement is voided as set forth herein, or as provided in paragraphs II.E (Violation
11 of Plea Agreement by Defendant/Withdrawal of Plea(s), VI.B (Stipulations Affecting Guideline
12 Calculation), and VII.B (Waiver of Appeal and Collateral Attack) herein.

13 **B. Recommendations.**

14 1. Incarceration Range.

15 The government will recommend that the defendant be sentenced to a sentence within the
16 applicable guideline range as determined by the Court.

17 2. Acceptance of Responsibility.

18 The government will recommend a two-level reduction (if the offense level is less than
19 16) or a three-level reduction (if the offense level reaches 16) in the computation of his offense level if
20 the defendant clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G. §
21 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation of
22 the pre-sentence report, being truthful and candid with the probation officer, and not otherwise engaging
23 in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either in the
24 preparation of the pre-sentence report or during the sentencing proceeding.

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

26 The government is free to provide full and accurate information to the Court and Probation,
27 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate
28 statements or arguments by the defendant, his attorney, Probation, or the Court. The defendant also

1 understands and agrees that nothing in this Plea Agreement bars the government from defending on
2 appeal or collateral review any sentence that the Court may impose.

3 **IV. ELEMENTS OF THE OFFENSE**

4 At a trial, the government would have to prove beyond a reasonable doubt the following
5 elements of the offense(s) to which the defendant is pleading guilty, 18 U.S.C. § 666 – Theft Concerning
6 Programs Receiving Federal Funds:

7 First, That at the time alleged in the information, defendant was an agent of the Patterson Joint
8 Unified School District;

9 Second, That in a one-year period the Patterson Joint Unified School District received federal
10 benefits in excess of \$10,000;

11 Third, That defendant stole, embezzled, obtained by fraud and/or knowingly covered property;

12 Fourth, That the property stolen, embezzled, obtained by fraud and/or knowingly covered was
13 owned by and/or in the care, custody or control of Patterson Joint Unified School District; and

14 Fifth, That the value of the property stolen, embezzled, obtained by fraud and/or knowingly
15 covered was at least \$5,000.

16 The defendant fully understands the nature and elements of the crimes charged in the
17 information to which he is pleading guilty, together with the possible defenses thereto, and has
18 discussed them with his attorney.

19 **V. MAXIMUM SENTENCE**

20 **A. Maximum Penalty.**

21 The maximum sentence that the Court can impose is 10 years of incarceration, a fine of
22 \$250,000, a 3 year period of supervised release and a special assessment of \$100. By signing this plea
23 agreement, the defendant also agrees that the Court can order the payment of restitution for the full loss
24 caused by the defendant's wrongful conduct. The defendant agrees that the restitution order is not
25 restricted to the amounts alleged in the specific count(s) to which he is pleading guilty. The defendant
26 further agrees, as noted above, that he will not attempt to discharge in any present or future bankruptcy
27 proceeding any restitution imposed by the Court.

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 2 additional years imprisonment.

5 **VI. SENTENCING DETERMINATION**

6 **A. Statutory Authority.**

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

17 **B. Stipulations Affecting Guideline Calculation.**

18 The government and the defendant agree that there is no material dispute as to the following
19 sentencing guidelines variables and therefore stipulate to the following:

- 20 1. Base Offense Level: 6 2B1.1(a)(6)
- 21 2. Loss Amount: +14 (\$550,000-\$1,500,000 - 2B1.1(b)(1)(H))
- 22 3. Specific Offense Characteristics/Adjustments:
- 23 +2 – Sophisticated means (2B1.1(b)(10))
- 24 +2 – Abuse of Position of Trust (3B1.3)
- 25 +2 – False Registration of Domain Name (3C1.4)
- 26 4. Adjusted Offense Level: 26
- 27 5. Acceptance of Responsibility: See paragraph III.B.2 above
- 28 6. Criminal History: The parties estimate, but do not stipulate, that the defendant’s criminal

1 history category will be I.

2 7. Sentencing Range: 63-78 months (The defendant understands that if the criminal
3 history category differs from the parties' estimate, his Guidelines sentencing range may differ from that
4 set forth here.)

5 8. Departures or Other Enhancements or Reductions:

6 The parties agree that they will not seek or argue in support of any other specific offense
7 characteristics, Chapter Three adjustments (other than the decrease for "Acceptance of Responsibility"),
8 or cross-references. Both parties agree not to move for, or argue in support of, any departure from the
9 Sentencing Guidelines.

10 The government will recommend that the defendant be sentenced to a sentence within the
11 applicable guideline range as determined by the Court. The defendant is free to recommend to the Court
12 whatever sentence he believes is appropriate under 18 U.S.C. § 3553(a).

13 **VII. WAIVERS**

14 **A. Waiver of Constitutional Rights.**

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

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

23 The defendant understands that the law gives the defendant a right to appeal his guilty plea,
24 conviction, and sentence. The defendant agrees as part of his plea(s), however, to give up the right to
25 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not
26 exceed the statutory maximum(s) for the offense(s) to which he is pleading guilty. The defendant
27 understands that this waiver includes, but is not limited to, any and all constitutional and/or legal
28 challenges to the defendant's conviction and guilty plea, including arguments that the statutes to which

1 defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts
2 attached to this agreement is insufficient to support the defendant's plea of guilty. The defendant
3 specifically gives up the right to appeal any order of restitution the Court may impose.

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

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

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

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

17 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
18 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
19 investigation and prosecution of all charges in the above-captioned matter and of any related allegations
20 (including without limitation any charges to be dismissed pursuant to this plea agreement and any
21 charges previously dismissed).

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

23 Defendant recognizes that pleading guilty may have consequences with respect to his
24 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes
25 are removable offenses, including offense(s) to which the defendant is pleading guilty. The defendant
26 and his counsel have discussed the fact that the charge to which the defendant is pleading guilty is an
27 aggravated felony, or a crime that is likely to be determined to be an aggravated felony under 8 USC §
28 1101(a)(43), and that while there may be arguments that defendant can raise in immigration proceedings

1 to avoid or delay removal, it is virtually certain that defendant will be removed. Removal and other
2 immigration consequences are the subject of a separate proceeding, however, and defendant understands
3 that no one, including his attorney or the district court, can predict to a certainty the effect of his
4 conviction on his immigration status. Defendant nevertheless affirms that he wants to plead guilty
5 regardless of any immigration consequences that his plea may entail, even if the consequence is his
6 automatic removal from the United States.

7 **VIII. ENTIRE PLEA AGREEMENT**


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

12 **IX. APPROVALS AND SIGNATURES**

13 **A. Defense Counsel.**

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

17 Dated: 12/11/2023

18 
19 PAUL STRICKLAND
Attorney for Defendant

20 **B. Defendant:**

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

27 Dated: 12/11/2023

28 
JEFFREY MENGE
Defendant

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

C. Attorney for United States:

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

Dated: 12/13/2023

PHILLIP A. TALBERT
United States Attorney



JEFFREY A. SPIVAK
Assistant United States Attorney

EXHIBIT "A"

Factual Basis for Plea(s)

If this matter proceeded to trial, the United States would establish the following facts beyond a reasonable doubt which the Defendant Jeffrey Menge agrees are true and correct.

Beginning in/around 2019, and continuing to 2022, Defendant Jeffrey Menge (MENGE) served as the Assistant Superintendent (Chief Business Officer) of Patterson Joint Unified School District (the School District). During that time period, MENGE embezzled between \$1,000,000 and \$1,500,000 from the School District through three main schemes: (a) using an information technology (IT) company CENCAL TECH LLC to enter into false/fraudulent/interested-party IT contracts with the School District, (b) buying personal items with School District funds, and (c) misusing/misappropriating School District property.

In each one year period (above), the School District received more than \$10,000.00 under a federal program grant and subsidy.

In/about 2020, MENGE used CENCAL TECH LLC, a Nevada limited liability company he controlled, to perpetrate the scheme. MENGE created a fictitious person "Frank Barnes" to serve as a purported executive for CENCAL TECH because MENGE, as Assistant Superintendent and Chief Business Officer, was limited in his ability to conduct interested party transactions with the School District. MENGE created a CENCAL website, created a false LinkedIn website profile for "Frank Barnes," and created a false CENCAL TECH email account for "Frank Barnes." MENGE also hired co-Defendant ERIC DRABERT (DRABERT) to serve as IT Director for the School District.

Over the course of the next approximately two years, MENGE and DRABERT then conducted over \$1.2 million in interested party transactions with the School District through CENCAL TECH. Many of the roughly \$1.2 million in transactions were fraudulent and involved MENGE and DRABERT intentionally and fraudulently double billing, over billing, and billing for items not delivered by CENCAL TECH to the School District.

MENGE used his status as Assistant Superintendent and Chief Business Officer to approve invoices paid by the School District to CENCAL TECH and otherwise carryout the fraud scheme. DRABERT used his status IT Director to request and encourage the School District to enter into the fraudulent contracts with CENCAL TECH and to otherwise carryout the fraud scheme.

Jeffrey Menge
Paul Strickland

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

1 In addition to the CENCAL TECH scheme, MENGE also used School District funds to make
2 unauthorized purchases and also misused and misappropriated School District property.

3 Between 2018-2022 MENGE used his School District credit card as his own personal credit card
4 and purchased furniture, watches, hunting equipment, automotive parts and tools, and electronics.

5 MENGE and DRABERT mined cryptocurrency using School District property and for their own
6 personal benefit. MENGE and DRABERT used School District funds to purchase expensive laptops
7 with high end graphics cards, removed those graphics cards, and used them and other School District
8 property and electricity, to operate a cryptocurrency mining farm. They then transferred the
9 cryptocurrency to wallets under their own personal control.

10 MENGE also profited using School District vehicles and used School District vehicles for his
11 personal benefit. In 2020, MENGE sold a Chevy truck from the School District to himself for \$12,300.
12 The Chevy truck was only two years old, had only 12,000 miles on it, and had been purchased by the
13 School District for \$50,000. In 2021, MENGE then sold the Chevy truck to a Chevy dealership for
14 \$39,300, pocketing a \$27,000 profit. MENGE also took from the School District a 2017 Ford Transit
15 van and used it for his personal use. The School District had planned to loan the van to Modesto Junior
16 College (MJC). MENGE took the van in approximately 2018 and kept it until approximately 2023,
17 when the van was anonymously left at a School District site with the keys in an envelope on the front
18 seat. Google Earth images from 2018 to 2022, revealed the van parked at MENGE's residence. A social
19 media picture posted online showed MENGE sitting with his family at an outdoor table (also improperly
20 purchased with School District funds) at their home with the van parked behind them.

21 In total, MENGE improperly received between \$1,000,000 and \$1,500,000 from the School
22 District. In addition to the purchases above, MENGE used such funds to remodel his home, build a
23 large shop on his property, and purchase luxury vehicles, including a Ferrari sports car.

24 I, JEFFREY MENGE, have read the Factual Basis for Plea and agree to the facts and stipulations
25 contained therein.

26 Dated: December 12, 2023


27 JEFFREY MENGE, Defendant