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| CLERK U S DISTRICT COURT<br>DISTRICT OF ARIZONA |                                     |        |
| BY  | <u>IC</u>                           | DEPUTY |

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

United States of America,  
  
Plaintiff,  
  
vs.

Yomtov Scott Menaged,  
  
Defendant.

CR- 17-00680-1-PHX-GMS

**PLEA AGREEMENT**

Plaintiff, United States of America, and the defendant, YOMTOV SCOTT MENAGED, hereby agree to dispose of this matter on the following terms and conditions:

**1. PLEA**

The defendant will plead guilty to Count 1 of the indictment charging the defendant with a violation of 18 United States Code (U.S.C.) § 371, Conspiracy to Commit Bank Fraud, a class D felony offense, and to Count 10 of the indictment charging the defendant with a violation of 18 U.S.C. § 1028A, Aggravated Identity Theft, a class E felony offense. The defendant will also plead guilty to a one-count information charging the defendant

1 with a violation of 18 U.S.C. § 1956(h), Money Laundering Conspiracy, a Class C felony  
2 offense.

3 **2. MAXIMUM PENALTIES**

4 a. A violation of 18 U.S.C. § 371 is punishable by a maximum fine of \$250,000,  
5 a maximum term of imprisonment of 5 years, or both, and a term of supervised release of  
6 3 years. A maximum term of probation is five years.

7 b. A violation of 18 U.S.C. § 1028, is punishable by a maximum fine of  
8 \$250,000, a mandatory term of imprisonment of 2 years consecutive to any other term of  
9 imprisonment imposed, or both, and a term of supervised release of not more than one year.

10 c. A violation of 18 U.S.C. § 1956(h) is punishable by a maximum fine of  
11 \$500,000, a maximum term of imprisonment of 20 years, or both, and a term of supervised  
12 release of 3 years. The maximum term of probation is five years.

13 d. According to the Sentencing Guidelines issued pursuant to the Sentencing  
14 Reform Act of 1984, the Court shall order the defendant to:

15 (1) make restitution to any victim of the offense pursuant to 18 U.S.C.  
16 § 3663 and/or 3663A, unless the Court determines that restitution would not be  
17 appropriate;

18 (2) pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a  
19 fine is not appropriate;

20 (3) serve a term of supervised release when required by statute or when a  
21 sentence of imprisonment of more than one year is imposed (with the understanding that  
22 the Court may impose a term of supervised release in all other cases); and

23 (4) pay upon conviction a \$100 special assessment for each count to  
24 which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

25 e. The Court is required to consider the Sentencing Guidelines in determining  
26 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court  
27 is free to exercise its discretion to impose any reasonable sentence up to the maximum set  
28

1 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that  
2 the Court accepts.

3 **3. AGREEMENTS REGARDING SENTENCING**

4 a. Stipulation-Fraud Loss for Money Laundering Conspiracy. Pursuant to Fed.  
5 R. Crim. P. 11(c)(1)(C), the United States and the defendant stipulate that the loss  
6 associated with the defendant's unlawful conduct as it relates to the money laundering  
7 conspiracy in the information is \$34,000,000.00.

8 b. Stipulation-Sentencing Cap. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the  
9 United States and the defendant stipulate that the defendant shall be sentenced to a term of  
10 imprisonment of no less than 120 months' incarceration, but that the term of imprisonment  
11 cannot exceed 204 months' incarceration.

12 c. Stipulation-Bankruptcy Case. Pursuant to Fed. R. Crim P. 11(c)(1)(C), the  
13 United States and the defendant stipulate that the defendant shall execute a permanent  
14 waiver of discharge of debts in connection with his bankruptcy case currently pending in  
15 the United States Bankruptcy Court for the District of Arizona (2:16-BK-04268-PS)  
16 pursuant to the terms included under Section 8b of this agreement.

17 d. Restitution. Pursuant to 18 U.S.C. § 3663 and/or 3663A, the defendant  
18 specifically agrees to pay restitution of \$2,112,405.97 as it related to Count 1 of the  
19 indictment, to all victims directly or proximately harmed by the defendant's "relevant  
20 conduct," including conduct pertaining to any dismissed counts or uncharged conduct, as  
21 defined by U.S.S.G. § 1B1.3, regardless of whether such conduct constitutes an "offense"  
22 under 18 U.S.C. §§ 2259, 3663 or 3663A. Specifically, the defendant agrees to restitution  
23 in the amount of \$1,145,392.81 to Wells Fargo Bank, N.A., and \$967,013.16 to Synchrony  
24 Bank. In addition, the defendant understands that restitution is mandatory with respect to  
25 Count 1 of the information filed in this case. Pursuant to 18 U.S.C. § 3663 and/or 3663A,  
26 the defendant specifically agrees to pay restitution as ordered by the Court to all victims  
27 directly or proximately harmed by the defendant's "relevant conduct," including conduct  
28 pertaining to any dismissed counts or uncharged conduct, as defined by U.S.S.G. § 1B1.3,

1 regardless of whether such conduct constitutes an “offense” under 18 U.S.C. §§ 2259, 3663  
2 or 3663A, but in no event more than \$34,000,000.00. The defendant understands that  
3 restitution will be included in the Court’s Order of Judgment and that an unanticipated  
4 restitution amount will not serve as grounds to withdraw the defendant’s guilty plea or to  
5 withdraw from this plea agreement.

6 e. Assets and Financial Responsibility. The defendant shall make a full  
7 accounting of all assets in which the defendant has any legal or equitable interest. The  
8 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or  
9 transfer any such assets or property before sentencing, without the prior approval of the  
10 United States (provided, however, that no prior approval will be required for routine, day-  
11 to-day expenditures). The defendant also expressly authorizes the United States Attorney’s  
12 Office to immediately obtain a credit report as to the defendant in order to evaluate the  
13 defendant’s ability to satisfy any financial obligation imposed by the Court. The defendant  
14 also shall make full disclosure of all current and projected assets to the U.S. Probation  
15 Office immediately and prior to the termination of the defendant’s supervised release or  
16 probation, such disclosures to be shared with the U.S. Attorney’s Office, including the  
17 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the  
18 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing  
19 under this agreement and the law.

20 f. Acceptance of Responsibility. If the defendant makes full and complete  
21 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant’s  
22 commission of the offense, and if the defendant demonstrates an acceptance of  
23 responsibility for this offense up to and including the time of sentencing, the United States  
24 will recommend a two-level reduction in the applicable Sentencing Guidelines offense  
25 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,  
26 the United States will recommend an additional one-level reduction in the applicable  
27 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

28 **4. AGREEMENT TO DISMISS OR NOT TO PROSECUTE**

1           a. Pursuant to Fed. R. Crim. P. 11(c)(1)(A), the United States, at the time of  
2 sentencing, shall dismiss the following charges: Counts 2-9, and Counts 11-24 for the  
3 indictment.

4           b. This office shall not prosecute the defendant for any offenses committed by  
5 the defendant, and known by the United States, related to additional activity associated  
6 with the defendant's conduct outlined in the indictment and information.

7           c. This agreement does not, in any manner, restrict the actions of the United  
8 States in any other district or bind any other United States Attorney's Office.

9       **5. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

10          a. If the Court, after reviewing this plea agreement, concludes that any  
11 provision contained herein is inappropriate, it may reject the plea agreement and give the  
12 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.  
13 11(c)(5).

14          b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,  
15 vacated, or reversed at any time, this agreement shall be null and void, the United States  
16 shall be free to prosecute the defendant for all crimes of which it then has knowledge and  
17 any charges that have been dismissed because of this plea agreement shall automatically  
18 be reinstated. In such event, the defendant waives any and all objections, motions, and  
19 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional  
20 restrictions in bringing later charges or proceedings. The defendant understands that any  
21 statements made at the time of the defendant's change of plea or sentencing may be used  
22 against the defendant in any subsequent hearing, trial, or proceeding subject to the  
23 limitations of Fed. R. Evid. 410.

24       **6. WAIVER OF DEFENSES AND APPEAL RIGHTS**

25          The defendant waives (1) any and all motions, defenses, probable cause  
26 determinations, and objections that the defendant could assert to the indictment or  
27 information; and (2) any right to file an appeal, any collateral attack, and any other writ or  
28 motion that challenges the conviction, an order of restitution or forfeiture, the entry of

judgment against the defendant, or any aspect of the defendant's sentence, including the manner in which the sentence is determined, including but not limited to any appeals under 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255 (habeas petitions), and any right to file a motion for modification of sentence, including under 18 U.S.C. § 3582(c). This waiver shall result in the dismissal of any appeal, collateral attack, or other motion the defendant might file challenging the conviction, order of restitution or forfeiture, or sentence in this case. This waiver shall not be construed to bar an otherwise-preserved claim of ineffective assistance of counsel or of "prosecutorial misconduct" (as that term is defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

**7. DISCLOSURE OF INFORMATION**

a. The United States retains the unrestricted right to provide information and make any and all statements it deems appropriate to the U.S. Probation Office and to the Court in connection with the case.

b. Any information, statements, documents, and evidence that the defendant provides to the United States pursuant to this agreement may be used against the defendant at any time.

c. The defendant shall cooperate fully with the U.S. Probation Office. Such cooperation shall include providing complete and truthful responses to questions posed by the U.S. Probation Office including, but not limited to, questions relating to:

- (1) criminal convictions, history of drug abuse, and mental illness; and
- (2) financial information, including present financial assets or liabilities that relate to the ability of the defendant to pay a fine or restitution.

**8. FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS**

a. Nothing in this agreement shall be construed to protect the defendant from administrative or civil forfeiture proceedings or prohibit the United States from proceeding with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all monetary penalties, including restitution imposed by the Court, shall be due immediately upon judgment, shall be subject to immediate enforcement by the United States, and shall

1 be submitted to the Treasury Offset Program so that any federal payment or transfer of  
2 returned property the defendant receives may be offset and applied to federal debts (which  
3 offset will not affect the periodic payment schedule). If the Court imposes a schedule of  
4 payments, the schedule of payments shall be merely a schedule of minimum payments and  
5 shall not be a limitation on the methods available to the United States to enforce the  
6 judgment.

7 b. The defendant agrees to a permanent waiver of discharge of debts in  
8 connection with his bankruptcy case currently pending in the United States Bankruptcy  
9 Court for the District of Arizona under Case Number 2:16-bk-04268-PS (hereinafter the  
10 "Pending Bankruptcy Case") pursuant to 11 U.S.C. § 727 and 11 U.S.C. § 523(a)(10) in  
11 accordance with the following terms:

12 1. The defendant understands and agrees that, as result of this waiver of  
13 discharge, he will permanently be denied a discharge in the Pending Bankruptcy  
14 Case or any other or future bankruptcy, of all of his debts, whether sole and separate  
15 or community, which were or could have been listed or scheduled by the defendant  
16 in the Pending Bankruptcy Case (for example, debts that arose or were incurred  
17 before the date of the order for relief in the Pending Bankruptcy Case).

18 2. The defendant expressly waives his rights to a community discharge under  
19 the provisions of 11 U.S.C. § 524(a)(3). The defendant's community property, if  
20 any, shall remain subject to collection for payment of community debts.

21 3. The defendant agrees that in light of his waiver of discharge, any and all  
22 creditors shall be entitled to pursue the collection of any and all debts claimed to be  
23 owed for the defendant's debts and for community debts as to which there has been  
24 a waiver of discharge as provided herein.

25 4. The defendant acknowledges that he is knowingly and voluntarily consenting  
26 to and agreeing to a permanent waiver of discharge in the Pending Bankruptcy Case  
27 and in any later filed bankruptcy of all of his sole and separate and community debts  
28 and claims that are listed on the Schedules in this case or that could have been listed



1 on the Schedules in this case (for example, debts that arose or were incurred before  
2 the date of the order for relief in the Pending Bankruptcy Case).

3 5. The defendant fully understands that by agreeing to the waiver of discharge,  
4 the debts and claims as to which the defendant is waiving discharge are and shall  
5 forever be non-dischargeable in bankruptcy and that all of the defendant's property  
6 and assets will forever be subject to collection to satisfy all such non-discharged  
7 debts and claims.

8 6. The defendant fully understands and agrees that the debts and claims as to  
9 which the defendant is waiving discharge will forever be barred from discharge in  
10 any subsequent filed bankruptcy under 11 U.S.C. § 523(a)(10) and that, for the  
11 purposes of any later filed bankruptcy case by, or on behalf of or for the benefit of,  
12 the defendant, this waiver of discharge shall be deemed a denial of discharge under  
13 11 U.S.C. § 727(a)(2), (3), (4), (5), (6), (7) and (10) within the meaning of 11 U.S.C.  
14 523(a)(10).

15 **9. ELEMENTS**

16 **Conspiracy to Commit Bank Fraud**

17 In or about September 2015, and continuing through in or about January 2017, in  
18 the District of Arizona:

- 19 1. There was an agreement between two or more persons to commit the crime
- 20 charged in Count 1 of the indictment;
- 21 2. The defendant became a member of the conspiracy knowing of its object and
- 22 intending to help accomplish it; and
- 23 3. At least one member of the conspiracy performed at least one overt act for
- 24 the purpose of carrying out the conspiracy.

25 **Aggravated Identity Theft**

26 On or about December 23, 2015, in the District of Arizona:

- 27 1. The defendant knowingly used without legal authority a means of
- 28 identification of another person;



1           2.     The defendant knew that the means of identification belonged to a real  
2           person; and

3           3.     The defendant did so during and in relation to an enumerated felony, namely  
4           18 U.S.C. § 1343 (Wire Fraud).

5                           **Conspiracy to Commit Money Laundering**

6           In or about January 2014, through in or about June 2016, in the District of Arizona:

7           1.     Two or more people agreed to try to accomplish a common and unlawful  
8           plan to commit a violation of Section 1956 and 1957; and

9           2.     The defendant knew about the plan's unlawful purpose and voluntarily  
10          joined in it.

11       **10.    FACTUAL BASIS**

12          a.     The defendant admits that the following facts are true and that if this matter  
13          were to proceed to trial the United States could prove the following facts beyond a  
14          reasonable doubt:

15          b.     From in and around 2011, Yomtov Scott Menaged ("Menaged") owned and  
16          operated retail furniture stores including a store known as Furniture King located in the  
17          Phoenix metropolitan area. On or about September 8, 2015, Menaged established a  
18          merchant dealer account with Wells Fargo Bank, N.A. ("Wells Fargo") in the name of  
19          Furniture King that allowed the store to offer customers instant access to a line of credit to  
20          make furniture purchases. The deposit account utilized by Furniture King was located at  
21          JP Morgan Chase Bank ("Chase"). Beginning in or around December 2015, the defendant  
22          submitted false and fraudulent credit applications to Wells Fargo using the names and  
23          personal identification information of deceased individuals and caused Wells Fargo to  
24          deposit payments to the Furniture King merchant account located at Chase. The defendant  
25          and others created false and fraudulent credit applications and receipts, also listing the  
26          names and personal identification information of the deceased individuals to submit to  
27          Wells Fargo after the payments had already been issued to Furniture Kings' merchant bank  
28          account. In fact, no furniture purchase transaction ever took place between the listed

1 customer and the Furniture King store and the false paperwork was created to conceal the  
2 fraud scheme from Wells Fargo.

3 c. On or about December 23, 2015, one of the fraudulent credit applications  
4 was submitted in the name of C.S. The defendant obtained C.S.'s name online from the  
5 Obituary Section of the newspaper and discovered that an individual with the name C.S.  
6 had passed away. The defendant then ran a credit check for C.S. to obtain C.S.'s personal  
7 identification information to use to submit the fraudulent credit application to Wells Fargo.  
8 C.S. is not deceased, but has never set foot into Furniture King nor has he made any  
9 purchases from the defendant at any time. As a result of the fraudulent credit application,  
10 which utilized accurate personal identification information for C.S., including his name  
11 and social security number, a credit for \$13,747.50 was sent via wire transfer to the  
12 Furniture King Bank account at Chase controlled by defendant. In the same way that  
13 defendant defrauded Wells Fargo, the defendant also defrauded Synchrony Bank using a  
14 similar scheme. The loss associated with the defendant's bank fraud schemes as charged  
15 in the indictment totals \$2,112,405.97.

16 d. The defendant perpetrated the bank fraud and stolen identity schemes largely  
17 to obtain cash quickly after a prior real estate fraud, as described in the information, no  
18 longer provided the defendant with a source of cash. In addition to operating furniture  
19 stores, the defendant was also involved in real estate investing. The defendant was the sole  
20 owner and manager of a number of real estate investing businesses including Arizona  
21 Home Foreclosures ("AHF"), a company that the defendant utilized to purchase foreclosed  
22 properties at Trustee's Sales to quickly rehabilitate and sell at a profit.

23 e. From January 2014, and continuing until about June 2016, the defendant and  
24 AHF continued to utilize hard-money lender DenSco Investment Corporation ("DenSco")  
25 to obtain short-term, high interest loans to make home purchases. During the same time,  
26 the defendant, with the assistance of others, including his employees and associates,  
27 defrauded DenSco by embezzling millions of dollars without purchasing properties with  
28 the loans obtained from DenSco. The defendant identified properties to purchase at

1 Trustee's Sales and listed the properties and sales prices in email messages from  
2 defendant's email account, or an employee's email account, to DenSco's principal, D.C.  
3 D.C. and DenSco then electronically transferred the funds by electronic wire directly from  
4 DenSco's bank account to the defendant's bank account held in the name of AHF. D.C.  
5 and DenSco required the defendant to provide a copy of the bank cashier's check that was  
6 intended to be used in the real estate purchase and Trustee's Sales Receipts to document  
7 any successful real estate purchases. For each purported purchase, the defendant utilized  
8 his email account, or directed his employees to email, an image of a bank cashier's check  
9 and a copy of a Trustee Certificate of Sale Receipt to D.C. and DenSco. The documentation  
10 sent to DenSco, however, was completely fabricated. Instead of utilizing the DenSco funds  
11 to make real estate purchases, the defendant, with the assistance of his employees and  
12 associates, created bogus Trustee Certificate of Sale Receipts purporting to support  
13 legitimate real estate purchases when in fact, no sale had ever taken place. In addition, the  
14 images of cashier's checks sent to D.C. and DenSco were never transacted or utilized to  
15 purchase property; instead, the defendant requested a cashier's check be drawn on his bank  
16 account, took an image of the cashier's check to transmit to D.C. and DenSco, and then  
17 simply redeposited the check into his own bank accounts.

18 f. Between January 2013 through June 2016, the defendant obtained  
19 approximately 2,712 loans from DenSco totaling approximately \$734,484,440.67. Of the  
20 2,712 loans made by DenSco, only 96 involved actual property transactions, the remaining  
21 2,616 represented phantom real estate purchases. After embezzling the funds, the  
22 defendant used the money for personal expenses including, among others: car payments;  
23 trips to Las Vegas; gambling; personal mortgage payments; and large transfers of funds to  
24 family members and associates. The defendant further utilized new loans from DenSco to  
25 pay back outstanding DenSco loans in order to conceal the embezzlement. As a result of  
26 the phantom real estate fraud scheme, the defendant defrauded DenSco out of at least  
27 \$34,000,000.00.

28

1           g.     The defendant shall swear under oath to the accuracy of this statement and,  
2 if the defendant should be called upon to testify about this matter in the future, any  
3 intentional material inconsistencies in the defendant's testimony may subject the defendant  
4 to additional penalties for perjury or false swearing, which may be enforced by the United  
5 States under this agreement.

6                   **APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

7           I have read the entire plea agreement with the assistance of my attorney. I  
8 understand each of its provisions and I voluntarily agree to it.

9           I have discussed the case and my constitutional and other rights with my attorney.  
10 I understand that by entering my plea of guilty I shall waive my rights to plead not guilty,  
11 to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to  
12 present evidence in my defense, to remain silent and refuse to be a witness against myself  
13 by asserting my privilege against self-incrimination, all with the assistance of counsel, and  
14 to be presumed innocent until proven guilty beyond a reasonable doubt.

15           I agree to enter my guilty plea as indicated above on the terms and conditions set  
16 forth in this agreement.

17           I have been advised by my attorney of the nature of the charges to which I am  
18 entering my guilty plea. I have further been advised by my attorney of the nature and range  
19 of the possible sentence and that my ultimate sentence shall be determined by the Court  
20 after consideration of the advisory Sentencing Guidelines.

21           My guilty plea is not the result of force, threats, assurances, or promises, other than  
22 the promises contained in this agreement. I voluntarily agree to the provisions of this  
23 agreement and I agree to be bound according to its provisions.

24           I understand that if I am granted probation or placed on supervised release by the  
25 Court, the terms and conditions of such probation/supervised release are subject to  
26 modification at any time. I further understand that if I violate any of the conditions of my  
27 probation/supervised release, my probation/supervised release may be revoked and upon  
28

1 such revocation, notwithstanding any other provision of this agreement, I may be required  
2 to serve a term of imprisonment or my sentence otherwise may be altered.

3 This written plea agreement, and any written addenda filed as attachments to this  
4 plea agreement, contain all the terms and conditions of the plea. Any additional  
5 agreements, if any such agreements exist, shall be recorded in a separate document and  
6 may be filed with the Court under seal; accordingly, additional agreements, if any, may not  
7 be in the public record.

8 I further agree that promises, including any predictions as to the Sentencing  
9 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone  
10 (including my attorney) that are not contained within this written plea agreement, are null  
11 and void and have no force and effect.

12 I am satisfied that my defense attorney has represented me in a competent manner.

13 I fully understand the terms and conditions of this plea agreement. I am not now  
14 using or under the influence of any drug, medication, liquor, or other intoxicant or  
15 depressant that would impair my ability to fully understand the terms and conditions of this  
16 plea agreement.

17 10-17-17  
18 Date: October 16, 2017

19   
20 YOMTOV SCOTT MENAGED  
21 Defendant

### 22 APPROVAL OF DEFENSE COUNSEL

23 I have discussed this case and the plea agreement with my client in detail and have  
24 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the  
25 constitutional and other rights of an accused, the factual basis for and the nature of the  
26 offense to which the guilty plea will be entered, possible defenses, and the consequences  
27 of the guilty plea including the maximum statutory sentence possible. I have further  
28 discussed the concept of the advisory Sentencing Guidelines with the defendant. No  
assurances, promises, or representations have been given to me or to the defendant by the

1 United States or any of its representatives that are not contained in this written agreement.  
2 I concur in the entry of the plea as indicated above and that the terms and conditions set  
3 forth in this agreement are in the best interests of my client. I agree to make a bona fide  
4 effort to ensure that the guilty plea is entered in accordance with all the requirements of  
5 Fed. R. Crim. P. 11.

6  
7  
8 10/17/2017  
Date

Molly Brizgys  
MOLLY BRIZGYS  
Attorney for Defendant Menaged

10  
11 **APPROVAL OF THE UNITED STATES**

12 I have reviewed this matter and the plea agreement. I agree on behalf of the United  
13 States that the terms and conditions set forth herein are appropriate and are in the best  
14 interests of justice.

15 ELIZABETH A. STRANGE  
16 Acting United States Attorney  
17 District of Arizona

18 10/17/17  
19 Date

Monica Edelstein  
MONICA EDELSTEIN  
Assistant U.S. Attorney

20  
21 **ACCEPTANCE BY THE COURT**

22  
23  
24 Date

HONORABLE G. MURRAY SNOW  
United States District Judge