



United States Department of Justice

*United States Attorney
Southern District of West Virginia*

Robert C. Byrd United States Courthouse
300 Virginia Street, East
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Charleston, WV 25301

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April 10, 2025

Emily Szopinski
Assistant Federal Public Defender
United States Courthouse, Room 3400
300 Virginia Street East
Charleston, West Virginia 25301



Re: United States v. Krista Marie Menchaca
Criminal No. 2:25-cr-00068 (USDC SDWV)

Dear Ms. Szopinski:

This will confirm our conversations with regard to your client, Krista Marie Menchaca (hereinafter "Ms. Menchaca"). As a result of these conversations, it is agreed by and between the United States and Ms. Menchaca as follows:

1. **CHARGING AGREEMENT.** Ms. Menchaca agrees to waive her right pursuant to Rule 7 of the Federal Rules of Criminal Procedure to be charged by indictment and will consent to the filing of a single-count information to be filed in the United States District Court for the Southern District of West Virginia, a copy of which is attached hereto as "Plea Agreement Exhibit A."

2. **RESOLUTION OF CHARGES.** Ms. Menchaca will plead guilty to a violation of 18 U.S.C. § 2315 (receipt of stolen money) as charged in said information.

3. **MAXIMUM POTENTIAL PENALTY.** The maximum penalty to which Ms. Menchaca will be exposed by virtue of this guilty plea is as follows:

(a) Imprisonment for a period of 10 years;

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Defendant's
Initials

Emily Szopinski, AFD
April 10, 2025
Page 2

Re: Krista Marie Menchaca

- (b) A fine of \$250,000, or twice the gross pecuniary gain or twice the gross pecuniary loss resulting from defendant's conduct, whichever is greater;
- (c) A term of supervised release of 3 years;
- (d) A mandatory special assessment of \$100 pursuant to 18 U.S.C. § 3013; and
- (e) An order of restitution pursuant to 18 U.S.C. §§ 3663 and 3664, or as otherwise set forth in this plea agreement.

4. **SPECIAL ASSESSMENT.** Ms. Menchaca has submitted certified financial statements to the United States reflecting that she is without sufficient funds to pay the special assessment due upon conviction in this case. Ms. Menchaca agrees that, if incarcerated, she will join the Inmate Financial Responsibility Program, earnings from which will be applied toward payment of the special assessment.

5. **RESTITUTION.** Notwithstanding the offense of conviction, Ms. Menchaca agrees that she owes restitution to the United States Small Business Administration in the amount of \$21,963.96 and agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Ms. Menchaca further agrees as follows:

- (a) Ms. Menchaca agrees to fully assist the United States in identifying and locating any assets to be applied toward restitution and to give signed, sworn statements and testimony concerning assets upon request of the United States.
- (b) Ms. Menchaca will fully complete and execute, under oath, a Financial Statement and a Release of Financial Information on forms supplied by the United States and will return these completed forms to counsel for the

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Defendant's
Initials

Emily Szopinski, AFD
April 10, 2025
Page 3

Re: Krista Marie Menchaca

United States within seven calendar days from the date of the signing of this plea agreement.

- (c) Ms. Menchaca agrees not to dispose of, transfer or otherwise encumber any real or personal property which she currently owns or in which she holds an interest.
- (d) Ms. Menchaca agrees to fully cooperate with the United States in the liquidation of assets to be applied towards restitution, to execute any and all documents necessary to transfer title of any assets available to satisfy restitution, to release any and all right, title and interest she may have in and to such property, and waives her right to exemptions under the Federal Debt Collection Procedures Act upon levy against and the sale of any such property.
- (e) Ms. Menchaca agrees not to appeal any order of the District Court imposing restitution unless the amount of restitution imposed exceeds the amount set forth in this plea agreement. However, nothing in this provision is intended to preclude the Court from ordering Ms. Menchaca to pay a greater or lesser sum of restitution in accordance with law.

6. **PAYMENT OF MONETARY PENALTIES.** Ms. Menchaca authorizes the Financial Litigation Program in the United States Attorney's Office to obtain a credit report from any major credit reporting agency prior to sentencing in order to assess her financial condition for sentencing purposes. Ms. Menchaca agrees not to object to the District Court ordering all monetary penalties (including the special assessment, fine, court costs, and any restitution that does not exceed the amount set forth in this plea agreement) to be due and payable in full immediately and subject to immediate enforcement by the United States. So long as the monetary penalties are ordered to be due and payable in full immediately, Ms. Menchaca further agrees not to object to the District Court imposing any schedule of payments as merely a

KM

Defendant's
Initials

Emily Szopinski, AAFP
April 10, 2025
Page 4

Re: Krista Marie Menchaca

minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment.

Ms. Menchaca authorizes the United States, through the Financial Litigation Program, to submit any unpaid criminal monetary penalty to the United States Treasury for offset in accordance with the Treasury Offset Program, regardless of the defendant's payment status or history at that time.

In addition to any payment ordered by the Court, Ms. Menchaca shall pay all monies received from any source other than earned income, including but not limited to, lottery winnings, gambling proceeds, judgments, inheritances, and tax refunds, toward the court ordered restitution or fine.

Ms. Menchaca agrees that if she retains counsel or has appointed counsel in response to the United States' efforts to collect any monetary penalty, she shall immediately notify the United States Attorney's Office, Attention: Financial Litigation Program, 300 Virginia Street E., Suite 4000, Charleston, West Virginia 25301, in writing and shall instruct her attorney to notify FLP immediately of her representation.

7. **COOPERATION.** Ms. Menchaca will be forthright and truthful with this office and other law enforcement agencies with regard to all inquiries made pursuant to this agreement, and will give signed, sworn statements and grand jury and trial testimony upon request of the United States. In complying with this provision, Ms. Menchaca may have counsel present except when appearing before a grand jury. Further, Ms. Menchaca agrees to be named as an unindicted co-conspirator and unindicted aider and abettor, as appropriate, in subsequent indictments or informations.

8. **USE IMMUNITY.** Unless this agreement becomes void due to a violation of any of its terms by Ms. Menchaca, and except as expressly provided for in paragraph 10 below, nothing contained in

KM

Defendant's
Initials

Emily Szopinski, AFPD
April 10, 2025
Page 5

Re: Krista Marie Menchaca

any statement or testimony provided by her pursuant to this agreement, or any evidence developed therefrom, will be used against her, directly or indirectly, in any further criminal prosecutions or in determining the applicable guideline range under the Federal Sentencing Guidelines.

9. **LIMITATIONS ON IMMUNITY.** Nothing contained in this agreement restricts the use of information obtained by the United States from an independent, legitimate source, separate and apart from any information and testimony provided pursuant to this agreement, in determining the applicable guideline range or in prosecuting Ms. Menchaca for any violations of federal or state laws. The United States reserves the right to prosecute Ms. Menchaca for perjury or false statement if such a situation should occur pursuant to this agreement.

10. **STIPULATION OF FACTS AND WAIVER OF FED. R. EVID. 410.** The United States and Ms. Menchaca stipulate and agree that the facts comprising the offense of conviction include the facts outlined in the "Stipulation of Facts," a copy of which is attached hereto as "Plea Agreement Exhibit B."

Ms. Menchaca agrees that if she withdraws from this agreement, or this agreement is voided as a result of a breach of its terms by her, and she is subsequently tried for her conduct alleged in the information, as more specifically described in the Stipulation of Facts, the United States may use and introduce the Stipulation of Facts in the United States case-in-chief, in cross-examination of Ms. Menchaca or of any of her witnesses, or in rebuttal of any testimony introduced by her or on her behalf. Ms. Menchaca knowingly and voluntarily waives, see United States v. Mezzanatto, 513 U.S. 196 (1995), any right she has pursuant to Fed. R. Evid. 410 that would prohibit such use of the Stipulation of Facts. If the Court does not accept the plea agreement through no fault of the defendant, or the Court declares the agreement void due to a breach of its terms by the United States, the Stipulation of Facts cannot be used by the United States.

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Defendant's
Initials

Emily Szopinski, AFPD
April 10, 2025
Page 6

Re: Krista Marie Menchaca

The United States and Ms. Menchaca understand and acknowledge that the Court is not bound by the Stipulation of Facts and that if some or all of the Stipulation of Facts is not accepted by the Court, the parties will not have the right to withdraw from the plea agreement.

11. **WAIVER OF APPEAL AND COLLATERAL ATTACK.** Ms. Menchaca knowingly and voluntarily waives her right to seek appellate review of her conviction and of any sentence imposed by the District Court, including any term of imprisonment, fine, term or condition of supervised release, term or condition of probation, or special assessment, or the manner in which the sentence was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742(a), except that the defendant may appeal any sentence that exceeds the maximum penalty prescribed by statute. Ms. Menchaca also knowingly and voluntarily waives any right to seek appellate review of any claim or argument that (1) the statute of conviction, 18 U.S.C. § 2315, is unconstitutional, and (2) Ms. Menchaca conduct set forth in the Stipulation of Facts (Plea Agreement Exhibit B) does not fall within the scope of 18 U.S.C. § 2315.

The United States also agrees to waive its right to appeal any sentence imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever, including any ground set forth in 18 U.S.C. § 3742(b), except that the United States may appeal any sentence that is below the minimum penalty, if any, prescribed by statute.

Ms. Menchaca also knowingly and voluntarily waives the right to challenge her guilty plea and conviction resulting from this plea agreement, and any sentence imposed for the conviction, in any collateral attack, including but not limited to a motion brought under 28 U.S.C. § 2255.

The waivers noted above shall not apply to a post-conviction collateral attack or direct appeal based on a claim of ineffective assistance of counsel.

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Defendant's
Initials

Emily Szopinski, AFD
April 10, 2025
Page 7

Re: Krista Marie Menchaca

12. **WAIVER OF FOIA AND PRIVACY RIGHT.** Ms. Menchaca knowingly and voluntarily waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without any limitation any records that may be sought under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, following final disposition.

13. **FINAL DISPOSITION.** The matter of sentencing is within the sole discretion of the Court. The United States has made no representations or promises as to a specific sentence. The United States reserves the right to:

- (a) Inform the Probation Office and the Court of all relevant facts and conduct;
- (b) Present evidence and argument relevant to the factors enumerated in 18 U.S.C. § 3553(a);
- (c) Respond to questions raised by the Court;
- (d) Correct inaccuracies or inadequacies in the presentence report;
- (e) Respond to statements made to the Court by or on behalf of Ms. Menchaca;
- (f) Advise the Court concerning the nature and extent of Ms. Menchaca's cooperation; and
- (g) Address the Court regarding the issue of Ms. Menchaca's acceptance of responsibility.

14. **VOIDING OF AGREEMENT.** If either the United States or Ms. Menchaca violates the terms of this agreement, the other party will have the right to void this agreement. If the Court refuses

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Defendant's
Initials

Emily Szopinski, AFPD
April 10, 2025
Page 8

Re: Krista Marie Menchaca

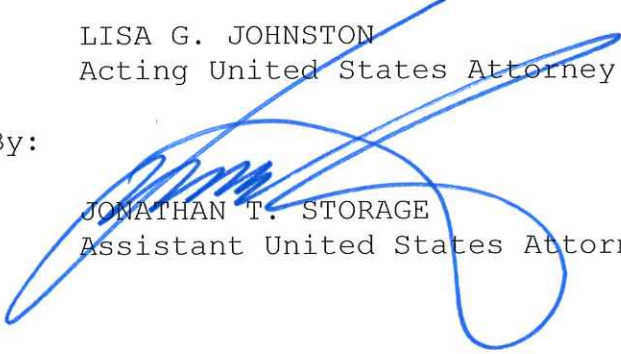
to accept this agreement, it shall be void.

15. **ENTIRETY OF AGREEMENT.** This written agreement constitutes the entire agreement between the United States and Ms. Menchaca in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Ms. Menchaca in any Court other than the United States District Court for the Southern District of West Virginia.

Acknowledged and agreed to on behalf of the United States:

LISA G. JOHNSTON
Acting United States Attorney

By:


JONATHAN T. STORAGE
Assistant United States Attorney

JTS/lab



Defendant's
Initials

Emily Szopinski, AFPD
April 10, 2025
Page 9

Re: Krista Marie Menchaca

I hereby acknowledge by my initials at the bottom of each of the foregoing pages and by my signature on the last page of this nine-page agreement that I have read and carefully discussed every part of it with my attorney, that I understand the terms of this agreement, and that I voluntarily agree to those terms and conditions set forth in the agreement. I further acknowledge that my attorney has advised me of my rights, possible defenses, the Sentencing Guideline provisions, and the consequences of entering into this agreement, that no promises or inducements have been made to me other than those in this agreement, and that no one has threatened me or forced me in any way to enter into this agreement. Finally, I am satisfied with the representation of my attorney in this matter.

Krista Menchaca
Krista Marie Menchaca
Defendant

4-22-2025
Date Signed

Emily L. Szopinski
Emily Szopinski, AFPD
Counsel for Defendant

4-22-2025
Date Signed

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Defendant's
Initials

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v.

CRIMINAL NO.

2:25-CR-00068
18 U.S.C. § 2315

KRISTA MARIE MENCHACA

I N F O R M A T I O N

The United States Attorney Charges:

On or about July 8, 2021, at or near Dunbar, Kanawha County, West Virginia, within the Southern District of West Virginia and elsewhere, defendant KRISTA MARIE MENCHACA received, possessed, concealed, stored, and disposed of money of the value of \$5,000 or more, that is, approximately \$19,395 in United States currency, which crossed a State boundary after being stolen, unlawfully converted, and taken, knowing the same to have been stolen, unlawfully converted, and taken.

In violation of Title 18, United States Code, Section 2315.

UNITED STATES OF AMERICA

LISA G. JOHNSTON
Acting United States Attorney

By:

JONATHAN T. STORAGE
Assistant United States Attorney

PLEA AGREEMENT EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v.

CRIMINAL NO. 2:25-CR-00068

KRISTA MARIE MENCHACA

STIPULATION OF FACTS

The United States and Krista Marie Menchaca (hereinafter "defendant," "me," "my," "I," and "her") stipulate and agree that the facts comprising the offense of conviction in the Information in the Southern District of West Virginia, Criminal No. 2:25-CR-00068, include the following:

On or about May 12, 2021, an individual submitted a Paycheck Protection Program ("PPP") loan application on my behalf to a lender that participated in the PPP loan program, and the lender was in Arizona. The application, including supplemental documents, contained materially false information in at least two respects. First, the documents falsely represented that I was a self-employed health practitioner (NAICS No. 621399) who received \$93,100 in gross income during 2020. Second, a fraudulent IRS Form 1040 - Schedule C: Profit or Loss from Business Forms ("IRS Form 1040"), for tax year 2020 was submitted on my behalf, claiming that I earned \$93,100 in tax year 2020. I never earned \$93,100 in gross income as a health practitioner in tax year 2020 or during any tax year, and I did not have my own business. The IRS Form 1040 was also never submitted by me to the IRS; it was created for the sole purpose of obtaining a fraudulent PPP loan. This information qualified me for a loan amount I otherwise would not have been qualified to receive. The lender approved the fraudulent application.

On July 1, 2021, my Huntington National Bank account had a balance of \$1,792.31. On or about July 2, 2021, while I was living in Michigan, I received a \$19,395 ACH transfer disbursed by the lender, and the funds were electronically deposited into my Huntington National Bank account. At the time I received the

PLEA AGREEMENT EXHIBIT B

funds, I knew the \$19,395 represented proceeds from the fraudulent PPP loan.

On or about July 8, 2021, I moved to Dunbar, Kanawha County, West Virginia, within the Southern District of West Virginia. On July 8, 2021, my Huntington National Bank account had a balance of \$19,195.34. Of that amount, more than \$5,000 represented proceeds from the fraudulent PPP loan I had obtained.

I spent more than \$5,000 of the PPP loan proceeds on my personal expenses when I lived in Dunbar, Kanawha County, West Virginia.

This Stipulation of Facts does not contain each and every fact known to defendant and to the United States concerning her involvement and the involvement of others in the charges set forth in the Information.

Stipulated and agreed to:

Krista Menchaca

KRISTA MARIE MENCHACA
Defendant

4-22-2025

Date

Emily L. Szopinski

EMILY L. SZOPINSKI, AFPD
Counsel for Defendant

4-22-2025

Date

[Signature]

JONATHAN T. STORAGE
Assistant United States Attorney

4-30-25

Date