United States Department of Justice

United States Attorney
Southern District of West Virginia

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July 8, 2024

Clint Carte
Assistant Federal Public Defender
Office of the Federal Public Defender
300 Virginia Street, East, Room 3400
Charleston, WV 25301

Re: United States v. Anna Marie Omar
Criminal No. 1:24-cr-00036 (USDC SDWV)

Dear Mr. Carte:

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

1. **PENDING CHARGES.** Ms. Omar is charged in a three-count indictment as follows:

(a) Count One charges Ms. Omar with a violation of 18 U.S.C. § 1014 (making false statement or report to a mortgage lending business);

(b) Count Two charges Ms. Omar with a violation of 18 U.S.C. § 1956 (laundering monetary instruments); and

(c) Count Three charges Ms. Omar with a violation of 18 U.S.C. § 1957 (engaging in monetary transactions in property derived from specified unlawful activity).

2. **RESOLUTION OF CHARGES.** Ms. Omar will plead guilty to Count Three of said indictment, which charges her with a violation of 18 U.S.C. § 1957.

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

(a) Imprisonment for a period of 10 years;

(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. §§ 3663A and 3664, or as otherwise set forth in this plea agreement.

4. **SPECIAL ASSESSMENT.** Prior to the entry of a plea pursuant to this plea agreement, Ms. Omar will tender a check or money order to the Clerk of the United States District Court for $100, which check, or money order shall indicate on its face the name of defendant and the case number. The sum received by the Clerk will be applied toward the special assessment imposed by the Court at sentencing. Ms. Omar will obtain a receipt of payment from the Clerk and will tender a copy of such receipt to the United States, to be filed with the Court as an attachment to this plea agreement. If Ms. Omar fails to provide proof of payment of the special assessment prior to or at the plea proceeding, the United States will have the right to void this plea agreement. In the event this plea agreement becomes void after payment of the special assessment, such sum shall be promptly returned to Ms. Omar.

5. **RESTITUTION.** Notwithstanding the offense of conviction, Ms. Omar agrees that she owes restitution to the United States Small Business Administration in the amount of $23,410.60 and

agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Ms. Omar further agrees as follows:

(a) Ms. Omar 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. Omar 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 United States within seven calendar days from the date of the signing of this plea agreement.

(c) Ms. Omar 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. Omar 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. Omar 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. Omar to pay a greater or lesser sum of restitution in accordance with law.

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6. **FORFEITURE.** Ms. Omar hereby agrees as follows:

(a) To forfeit to the United States any and all property in Ms. Omar's possession or under her control which constitutes proceeds of, or was derived from proceeds, or was involved in the offense to which Ms. Omar is agreeing to plead guilty, namely the violation of 18 U.S.C. § 1957. Ms. Omar further agrees that she will not contest a forfeiture money judgment in the amount $23,410.60, which amount constitutes the proceeds of the violation set forth in Count Three of the Indictment.

(b) The United States Attorney's Office for the Southern District of West Virginia agrees to apply to the Department of Justice's Money Laundering and Asset Recovery Section for authorization to apply any received money judgment funds to Ms. Omar's restitution obligation through a process called restoration. If the restoration request is approved, then the United States Attorney's Office for the Southern District of West Virginia will apply $23,410.60 to Ms. Omar's outstanding restitution obligation.

(c) To assist the United States and its agents in identifying all such property, regardless of its location and the manner in which it is titled. Any such identified property deemed forfeitable by the United States will then be forfeited, pursuant to 18 U.S.C. §§ 981, 982 or 28 U.S.C. § 2461, in either an administrative or judicial forfeiture action;

(d) To fully complete and execute, under oath, a Financial Affidavit in a form supplied by the United States and to return to counsel for the United States the completed Affidavit within seven calendar days from the date of signing this plea agreement;

(e) To provide sworn testimony and to execute any documents deemed necessary by the United States to effectuate the

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forfeiture and to transfer title to the said property to the United States; and

(f) To waive any defenses to this criminal action, or to any related administrative or judicial forfeiture action, based in whole or in part on the Excessive Fines Clause of the Eighth Amendment to the Constitution, or the holding or principles set forth in United States v. Alexander, 509 U.S. 544 (1993); United States v. Bajakajian, 524 U.S. 321 (1998); United States v. Austin, 509 U.S. 602 (1993); and their progeny.

7. **PAYMENT OF MONETARY PENALTIES.** Ms. Omar 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. Omar 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. Omar further agrees not to object to the District Court imposing any schedule of payments as merely a 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. Omar 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. Omar 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

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court ordered restitution or fine.

Ms. Omar 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.

8. **COOPERATION.** Ms. Omar 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. Omar may have counsel present except when appearing before a grand jury.

9. **USE IMMUNITY.** Unless this agreement becomes void due to a violation of any of its terms by Ms. Omar, and except as expressly provided for in paragraph 11 below, nothing contained in 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.

10. **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. Omar for any violations of federal or state laws. The United States reserves the right to prosecute Ms. Omar for perjury or false statement if such a situation should occur pursuant to this agreement.

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11. **STIPULATION OF FACTS AND WAIVER OF FED. R. EVID. 410.** The United States and Ms. Omar 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 A."

Ms. Omar 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 indictment, 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. Omar or of any of her witnesses, or in rebuttal of any testimony introduced by her or on her behalf. Ms. Omar 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.

The United States and Ms. Omar 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.

12. **WAIVER OF APPEAL AND COLLATERAL ATTACK.** Ms. Omar knowingly and voluntarily waives her right to seek appellate review of her conviction and of any sentence of imprisonment, fine, or term of supervised release 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(a), except that the defendant may appeal any sentence that exceeds the maximum penalty prescribed by statute. Ms. Omar 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. § 1957,

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is unconstitutional, and (2) Ms. Omar's conduct set forth in the Stipulation of Facts (Plea Agreement Exhibit A) does not fall within the scope of 18 U.S.C. § 1957.

The United States also agrees to waive its right to appeal any sentence of imprisonment, fine, or term of supervised release 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. Omar 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.

13. **WAIVER OF FOIA AND PRIVACY RIGHT.** Ms. Omar 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.

14. **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;

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(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. Omar;

(f) Advise the Court concerning the nature and extent of Ms. Omar's cooperation; and

(g) Address the Court regarding the issue of Ms. Omar's acceptance of responsibility.

15. **VOIDING OF AGREEMENT.** If either the United States or Ms. Omar violates the terms of this agreement, the other party will have the right to void this agreement. If the Court refuses to accept this agreement, it shall be void.

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

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Acknowledged and agreed to on behalf of the United States:

WILLIAM S. THOMPSON
United States Attorney

By:

JONATHAN T. STORAGE
Assistant United States Attorney

JTS/kal

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 ten-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.

Anna Omar ______________________ 7-17-24 ______________________
ANNA MARIE OMAR Date Signed
Defendant

______________________ 7-22-24 ______________________
W. CLINTON CARTE, ESQ. Date Signed
Counsel for Defendant

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
BLUEFIELD

UNITED STATES OF AMERICA

v. **CRIMINAL NO. 1:24-cr-00036**

ANNA MARIE OMAR

STIPULATION OF FACTS

The United States and Anna Marie Omar (hereinafter "defendant," "me," "my," and "I") stipulate and agree that the facts comprising the offenses of conviction (Count Three in the Indictment in the Southern District of West Virginia, Criminal No. 1:24-cr-00036) and some, but not all, of the relevant conduct, include the following:

On or about April 30, 2021, I submitted an application for a Paycheck Protection Program ("PPP") forgivable loan, which was administered by the United States Small Business Administration. On the PPP loan application, I stated that I was an "independent contractor," who had been in business since January 1, 2010. Additionally, I stated on the PPP loan application that I had earned $152,000 in gross income in Tax Year 2020, working for a water processing business. In fact, I knew at the time I submitted the PPP loan application that I was not an "independent contractor," that I had not been in business since January 1, 2010, that I had not earned $152,000 in gross income in Tax Year 2020, and that I had not worked for a water processing business. I submitted the fraudulent PPP loan application for the purpose of quickly obtaining COVID-19 relief money for my own personal use.

My PPP loan application was processed by Benworth Capital Partners LLC, a "mortgage lending business," as that term is defined by 18 U.S.C. § 27. Benworth Capital Partners LLC approved my PPP loan application, and on or about May 17, 2021, I received $20,833.00 in loan proceeds by direct deposit into my personal checking account.

On or about May 18, 2021, the day after I received the PPP loan proceeds from my approved fraudulent loan, I knowingly transferred $12,216.70 from my personal checking account to my personal savings account. At the time I initiated the money transfer between my accounts, I knew that the $12,216.70 represented property acquired from my fraudulent PPP loan.

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 Indictment.

Stipulated and agreed to:

Anna Omar — 7-17-24

ANNA MARIE OMAR — Date
Defendant

7-22-24

CLINT CARTE — Date
Counsel for Defendant

8-12-24

JONATHAN T. STORAGE — Date
Assistant United States Attorney