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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA, Plaintiff, v. MARISA BECK, Defendant.	Case No.: 2:23-CR-00055-MKD Plea Agreement

Plaintiff United States of America, by and through Vanessa R. Waldref, United States Attorney the Eastern District of Washington, and Dan Fruchter and Tyler H.L. Tornabene, Assistant United States Attorneys, and Defendant Marisa Beck ("Defendant"), both individually and by and through Defendant's counsel, Daniel Perlman, agree to the following Plea Agreement.

1. Waiver of Indictment

Defendant, having been advised of the right to be charged by Indictment, agrees to waive that right and enter a plea of guilty to the charges brought by the United States in an Information.

2. Guilty Plea and Maximum Statutory Penalties

Defendant agrees to plead guilty to an Information filed in the Eastern District of Washington, charging Defendant with False, Fictitious, or Fraudulent Claims, in violation of 18 U.S.C. § 287, a Class D felony.

Defendant understands that the following potential penalties apply:

a. a term of imprisonment of not more than 5 years;
b. a term of supervised release of up to 3 years;
c. a fine of up to $250,000;
d. restitution; and
e. a $100 special penalty assessment.

3. Probation

Defendant understands that if the Court imposes a sentence of probation, the term of probation may be up to 5 years. Defendant understands that if Defendant violates any condition of probation, the Court may revoke probation and require Defendant to serve in prison a term up to the statutory maximum sentence set forth in this Plea Agreement. Defendant understands that if Defendant violates probation and the Court imposes a custodial sentence, the Court may also impose a term of supervised release following incarceration that may be up to the statutory maximum term of supervised release authorized by statute for the offense or offenses of conviction, without credit for time previously served on probation or supervision. Accordingly, Defendant understands that if Defendant violates one or more conditions of probation, Defendant could serve a total term of incarceration greater than the maximum sentence authorized by statute for Defendant's offense or offenses of conviction.

4. Supervised Release

Defendant understands that if Defendant violates any condition of Defendant's supervised release, the Court may revoke Defendant's term of supervised release, and require Defendant to serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on post-release supervision up to 2 years in prison.

Accordingly, Defendant understands that if Defendant commits one or more violations of supervised release, Defendant could serve a total term of incarceration greater than the maximum sentence authorized by statute for Defendant's offense or offenses of conviction.

Defendant further understands a violation of a condition of supervised release carries an additional penalty of re-imprisonment for all or part of the term of supervised release, pursuant to 18 U.S.C. § 3583(e)(3), without credit for time previously served on post release supervision.

5. The Court is Not a Party to this Plea Agreement

The Court is not a party to this Plea Agreement and may accept or reject it. Defendant acknowledges that no promises of any type have been made to Defendant with respect to the sentence the Court will impose in this matter.

Defendant understands the following:

a. sentencing is a matter solely within the discretion of the Court;

b. the Court is under no obligation to accept any recommendations made by the United States or Defendant;

c. the Court will obtain an independent report and sentencing recommendation from the United States Probation Office;

d. the Court may exercise its discretion to impose any sentence it deems appropriate, up to the statutory maximum penalties;

e. the Court is required to consider the applicable range set forth in the United States Sentencing Guidelines, but may depart upward or downward under certain circumstances; and

f. the Court may reject recommendations made by the United States or Defendant, and that will not be a basis for Defendant to withdraw from this Plea Agreement or Defendant's guilty plea.

6. Potential Immigration Consequences of Guilty Plea

If Defendant is not a citizen of the United States, Defendant understands the following:

a. pleading guilty in this case may have immigration consequences;

b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;

c. removal from the United States and other immigration consequences are the subject of separate proceedings; and

d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

Defendant affirms that Defendant is knowingly, intelligently, and voluntarily pleading guilty as set forth in this Plea Agreement, regardless of any immigration consequences that Defendant's guilty plea may entail.

7. Waiver of Constitutional Rights

Defendant understands that by entering this guilty plea, Defendant is knowingly and voluntarily waiving certain constitutional rights, including the following:

a. the right to a jury trial;

b. the right to see, hear and question the witnesses;

c. the right to remain silent at trial;

d. the right to testify at trial; and

e. the right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands that Defendant retains the right to be assisted by an attorney through the sentencing proceedings in this case and any direct appeal of Defendant's conviction and sentence, and that an attorney will be appointed at no cost if Defendant cannot afford to hire an attorney.

Defendant understands and agrees that any defense motions currently pending before the Court are mooted by this Plea Agreement, and Defendant expressly waives Defendant's right to bring any additional pretrial motions.

8. Elements of the Offense

The United States and Defendant agree that in order to convict Defendant of False, Fictitious, or Fraudulent Claims, in violation of 18 U.S.C. § 287, the United States would have to prove the following beyond a reasonable doubt.

a. *First*, in the Eastern District of Washington and elsewhere, Defendant knowingly presented a false claim to the U.S. Small Business Administration (SBA), an agency of the United States;

b. *Second*, Defendant knew that the claim was false or fraudulent at the time it was made; and

c. *Third*, the false or fraudulent claim was material to the SBA; that is, it had the tendency to influence, or was capable of influencing, the SBA to part with money or property.

9. Factual Basis and Statement of Facts

The United States and Defendant stipulate and agree to the following: the facts set forth below are accurate; the United States could prove these facts beyond a reasonable doubt at trial; and these facts constitute an adequate factual basis for Defendant's guilty plea.

The United States and Defendant agree that this statement of facts does not preclude either party from presenting and arguing, for sentencing purposes, additional facts that are relevant to the Sentencing Guidelines computation or sentencing, unless otherwise prohibited in this Plea Agreement.

The Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was a federal law enacted on March 27, 2020, designed to provide emergency financial assistance to the millions of Americans who were suffering the economic effects caused by the COVID-19 pandemic. One source of relief provided by the CARES Act was the authorization of forgivable loans to small businesses for job retention and other certain expenses, through a program referred to as the Paycheck Protection Program ("PPP").

In order to obtain a PPP loan, a qualifying business was required to submit a PPP loan application signed by an authorized representative of the business. The PPP loan application required the business (through its authorized representative) to acknowledge the program rules and make certain affirmative certifications in order to be eligible to obtain the PPP loan. In the PPP loan application, the applicant (through its authorized representative) was required to state, among other things: (a) its average monthly payroll expenses; and (b) its number of employees. If the applicant had no employees other than the owner, the applicant was required to provide the gross income amount from a 2019 or 2020 IRS Form 1040, Schedule C. These figures were used to calculate the amount of money the small business was eligible to receive under the PPP. Additionally, the applicant was required to certify that they were in operation as of February 15, 2020. The applicant was also required to certify that the information in the application was true and correct to the best of the applicant's knowledge.

A business's PPP loan application was received and processed, in the first instance, by a participating lender. If a PPP loan application was approved, the participating lender funded the PPP loan using its own monies. Data from the application, including information about the borrower, the total amount of the loan, the listed number of employees, and the gross income amount, was transmitted by the lender to the Small Business Administration ("SBA"), an agency of the United States, in the course of processing the loan.

In addition to the PPP program, the CARES Act also authorized the Economic Injury Disaster Loan (EIDL) program. EIDL is an SBA program that provides low-interest funding to small businesses, renters, and homeowners affected by declared disasters. In order to obtain an EIDL, a qualifying business must submit an application to the SBA and provide information about its operations, such as the number of employees, gross revenues for the 12-month period preceding the disaster, and cost of goods sold in the 12-month period preceding the disaster. In the case of EIDLs for COVID-19 relief, the 12-month period was the year preceding January 31, 2020. The applicant must also certify that all the information in the application is true and correct to the best of the applicant's knowledge. The amount of an EIDL, if the application is approved, is determined based, in part, on the information provided in the application about employment, revenue, and costs of goods, as set forth above. Any funds issued under an EIDL or advance are issued directly by the SBA. EIDL funds can be used for payroll expenses, sick leave, production costs, and business obligations, such as debts, rent, and mortgage payments. If the applicant also obtains a loan under the PPP, the EIDL funds cannot be used for the same purpose as the PPP funds.

Beginning no later than on or about April 2, 2020, and continuing through at least January 18, 2022, in the Eastern District of Washington and elsewhere, Defendant devised and intended to devise a scheme to defraud the SBA, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

PPP Loan No. 4870587409

On or about May 11, 2020, Defendant submitted an application for PPP loan number 4870587409 through Kabbage, Inc., a PPP servicing lender, to the SBA under the name of her purportedly active business, Cyra Solar, LLC. Cyra Solar was incorporated in Arizona on or about November 7, 2019, and also operates in Texas. Kabbage records indicate that Defendant created three separate loan application files, one of which was actually approved and funded. Each of the applications were signed and/or submitted by Defendant.

Defendant provided purported 2019 IRS W-3 Forms as supporting documentation for the applications. For each of the three applications, Defendant submitted false and fraudulent IRS W-3 Forms from the 2019 calendar year. Each of these purported 2019 W-3 forms reported inconsistent wage, tips, or other compensation amounts. For example, one of the 2019 W-3s indicated that Cyra Solar purportedly earned $218,124.13, while another W-3 indicated earnings of $318,124.13, and still another W-3 indicated $214,333.28 in earnings. Despite the various earnings figures reported across the multiple the purported W-3 forms, records from Texas Workforce Commission and Arizona Department of Economic Security did not reflect any wages paid by the business for the calendar year 2019.

For the loan application that was approved, Defendant also supplied a purported 1099 Form titled "CyraSolar1099Report2019," which showed payments of $262,500 to eight employees from July 1, 2019, to December 30, 2019, from a Chase Bank Account ending in 9371. However, the JP Morgan Chase Bank Account ending in 9371 was not opened until February 18, 2020. Based on the false and fictitious information submitted, Defendant requested a PPP loan for the business in the amount of $45,717 into Defendant's JP Morgan Chase Account ending in 9371.

Defendant's representations were materially false and fraudulent. Quarterly wage and earnings records indicate Defendant paid wages to employees only during two quarters between 2017 and 2022. Accordingly, Defendant's reported average monthly payroll, Form 1099, and each of the three W-3 forms were false as Defendant was not paying any employees at the time that she submitted the application.

PPP loan number 4870587409 was handled by Cross River Bank, a federally-insured financial institution located in Fort Lee, New Jersey on a delegated basis from the SBA. On or about May 11, 2020, as a result of the fraudulent scheme described above, and based on the materially false and fraudulent information supplied by Defendant, Cross River Bank disbursed $45,717 into Defendant's JP Morgan Chase Account ending in 9371. On or about January 10, 2022, in and from the Eastern District of Washington, Defendant falsely and fraudulently requested forgiveness of PPP number 4870587409, representing that those proceeds had been used for eligible uses and expenses.

Defendant's JP Morgan Chase Account ending in 9371 was opened on or about February 2020 and had a balance of $100 or less before it received the PPP funds on or about May 13, 2020.

<u>EIDL No. 2894447909</u>

On or about April 2, 2020, Defendant submitted an application for EIDL loan number 2894447909 to the SBA in the name of her purportedly active business, Cyra Solar. In the EIDL application, Defendant falsely represented that the purportedly active business had earned $236,465 in the calendar year 2019. As supporting documentation for the EIDL application, Defendant submitted a purported board resolution that stated the Cyra Solar board had held a meeting on January 1, 2020, and approved a Covid-19 EIDL loan for $70,900.

These representations were materially false and fraudulent. In fact, Cyra Solar's income represented on the EIDL application was false and no board existed for the purportedly active business. Additionally, Cyra Solar did not have six employees at the time of the submission of the EIDL application.

Using this false information, Defendant requested an EIDL loan for the business in the amount of $70,900. The SBA approved the EIDL loan and $70,900 was subsequently disbursed, via interstate wires, into the JP Morgan Chase Checking Account ending in 9371. On or about June 22, 2020, and based on the false information provided by Defendant, an EIDL advance of an additional $6,000 was approved and disbursed, via interstate wires, into Defendant's JP Morgan Chase Checking Account ending in 9371.

<u>EIDL No. 3307378506</u>

On or about June 29, 2020, Defendant submitted another application for EIDL number 3307378506 for her purported business Cyra Solar, LLC using a different TIN identification from the previously disbursed EIDL loan. On or about July 8, 2020, an advance of $6,000 for EIDL number 3307378506 was disbursed into JP Morgan Chase Checking Account ending in 6861. In this application, Defendant falsely claimed $895,125 in gross revenues for the 2019 calendar year. On or about July 14, 2020, Defendant received a letter from SBA denying Defendant's application for EIDL loan number 3307378506 for $150,000.

<u>PPP Loan No. 6764178101</u>

On or about July 22, 2020, Defendant submitted an application for PPP loan number 6764178101 to the SBA under the name of her purportedly active business Beck 'N Call Landscape, LLC, based in Arizona. Defendant falsely stated that that the purportedly active company had six employees. Defendant provided a purported 2019 IRS Form W-3 as supporting documentation for the application for PPP loan number 6764178101. The purported W-3 documentation falsely stated that the company had paid $324,152.25 in wages, tips, and other compensation during the 2019 calendar year. Defendant fraudulently completed and signed the loan application, resolution to borrow, and SBA note using her husband's information and signature. The Defendant also certified that the business was in operation on February 15, 2020. However, the Arizona Corporation Commission indicated that the purportedly active business's most recent activity last occurred on, or around, December 30, 2013. The Arizona Department of Economic Security also certified that there were no records associated with the purportedly active business between January 1, 2017, and September 9, 2022.

Based on the false information she provided, Defendant requested a PPP loan for the purportedly active business in the amount of $69,012. Defendant provided Defendant's Joint Navy Federal Credit Union Savings Account ending in 5774, a federally-insured financial institution through the National Credit Union Administration, as the account for the purported business, and the account into which funds would be deposited. Defendant certified that the information in the application was true and correct to the best of her knowledge, under penalty of perjury and of other criminal penalties for false information.

These representations were materially false and fraudulent. First, Defendant acknowledges that she fraudulently signed the PPP loan application on behalf of her husband, without his knowledge or consent. Moreover, neither Defendant nor her purportedly active business had paid $324,125.25 in wages, tips, or other compensation for the 2019 calendar year. Accordingly, neither the purportedly active business nor Defendant were eligible for PPP funding. On or about July 22, 2020, as a result of the fraudulent scheme, and the materially false and fraudulent information supplied by Defendant, $69,102 in PPP loan funding was disbursed, via interstate wires, into Defendant's Joint Navy Federal Credit Union Savings

Account ending in 5774, into which it was deposited on July 24, 2022. At the time of the transfer, the account had a balance of $5.00.

As part of the fraudulent scheme and while in and from the Eastern District of Washington, on or about January 18, 2022, Defendant fraudulently requested forgiveness of the entire PPP loan amount. Defendant represented that $60,000 of the loan was spent on payroll costs for six employees of the purportedly active business. Based on the false and fraudulent representations made by Defendant in the forgiveness application, the SBA granted forgiveness of the full amount of PPP loan number 6764178101.

<u>EIDL No. 2254048208</u>

On or about July 14, 2020, Defendant submitted an application for EIDL loan number 2254048208 to the SBA in the name of Beck 'N Call Landscaping, LLC. Defendant also falsely stated that the purportedly active business had six employees and earned $875,325 in gross revenue for the 2019 calendar year. Documents obtained from the IRS, however, indicated that Beck 'N Call Landscape, LLC did not file a tax return or claim any income for calendar year 2019. Supporting document for the application for EIDL loan number 2254048208 included a "Resolution of the Board" that indicated that the board of Beck 'N Call Landscaping, LLC purportedly held a meeting on February 1, 2019, and approved the EIDL loan for $150,000. However, records obtained from DocuSign indicated that the purported resolution document was signed on March 1, 2021. Defendant falsely and fraudulently completed and certified the application with her husband's name and signature without his consent or knowledge.

Based on that information, Defendant requested the EIDL loan for the purportedly active business in the amount of $150,000 into Defendant's Joint Navy Federal Credit Union Savings Account ending in 5774. On or about August 1, 2020, as a result of the fraudulent scheme and the materially false and fraudulent information supplied by Defendant, the EIDL in the amount of $149,900 (the $150,000 EIDL amount less a $100 processing fee) was disbursed via interstate wires to Defendant's Joint Navy Federal Credit Union Savings Account ending in 5774, into which it was deposited on August 4, 2020.

EIDL No. 1125447910

On or about June 10, 2020, Defendant submitted an application for EIDL number 1125447910 for her business, Value in People Consulting, LLC, requesting $20,200. In her application, Defendant falsely and fraudulently stated that Value in People Consulting earned $65,000 in revenue for the calendar year 2019. However, in support of her application, Defendant submitted a 2019 IRS Schedule C indicating the business only earned $10,000. Defendant certified that the funds for Value in People Consulting would be used for authorized purposes and legitimate business expenses, and that all information and documentation provided in her application was truthful and accurate.

Defendant's representations and certifications were materially false and fraudulent. Defendant falsely claimed that the business earned $65,000 in gross revenue in 2019, but Defendant's IRS 2019 Schedule C form indicated only $10,000 in gross receipts and sales. An email correspondence between the SBA and Defendant also submitted a purported signed resolution from Value in People Consulting's board alleging approval for the loan for $20,000 on or about February 1, 2019.

EIDL number 1125447910 was handled by Itria Ventures LLC, a federally-insured financial institution located in New York, New York on a delegated basis from the SBA. Itria Ventures submitted disbursement details from this loan into the SBA E-Tran system located in Fresno, California. On or about June 10, 2020, as a result of the fraudulent scheme described above, and based on the materially false and fraudulent information supplied by Defendant, Itria Ventures disbursed, via interstate wires, $20,200 into Defendant's Navy Federal Credit Union Account ending in 2723, into which it was deposited on July 11, 2020. On or about June 23, 2020, an advance of $1,000 was disbursed in Defendant's Navy Federal Credit Union Account ending in 2723 by Itria Venture via interstate wires. By May 31, 2021, the Navy Federal Credit Union Account ending in 2723 had a balance of $0.71 with minimal account activity.

In total, Defendant's false and fraudulent PPP and EIDL applications resulted in a loss of $368,829 in CARES Act funding to Beck N' Call Landscape, Cyra Solar, and Value in People Consulting.

10. Admissibility of Facts and Prior Statements

By signing this Plea Agreement, Defendant admits the truth of the facts set forth in the Factual Basis section of this Plea Agreement and agrees that these facts, along with any written or oral statements Defendant makes in court, shall be deemed usable and admissible against Defendant in any subsequent legal proceeding, including criminal trials and/or sentencing hearings, under Federal Rule of Evidence 801(d)(2)(A).

Defendant acknowledges, admits, and agrees that by signing this Plea Agreement, Defendant is expressly modifying and waiving Defendant's rights under Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 with regard to any facts Defendant admits and/or any statements Defendant makes in court.

11. The United States' Agreements

The United States Attorney's Office for the Eastern District of Washington agrees not to bring additional charges against Defendant based on the criminal activity set forth in this Plea Agreement that arises out of Defendant's conduct involving illegal activity charged or identified as a result of this investigation, unless Defendant breaches this Plea Agreement before sentencing. Nothing in this agreement is intended to release any liability arising under Title 26, United States Code (Internal Revenue Code).

12. United States Sentencing Guidelines Calculations

Defendant understands and acknowledges that the United States Sentencing Guidelines ("U.S.S.G." or "Guidelines") apply and that the Court will determine Defendant's advisory range at the time of sentencing, pursuant to the Guidelines. The United States and Defendant agree to the following Guidelines calculations.

a. Base Offense Level

The United States and the Defendant agree that the base offense level for False, Fictitious, or Fraudulent Claims, in violation of 18 U.S.C. § 287, is 6. U.S.S.G. § 2B1.1(a)(2).

b. Special Offense Characteristics

The United States and the Defendant agree that Defendant's base offense level is increased by 12 levels because the loss amount was more than $250,000, but less than $550,000. See U.S.S.G. § 2B1.1(b)(1)(G). The parties are not aware of any other specific offense characteristics that apply.

c. Acceptance of Responsibility

The United States will move for a three (3) level downward adjustment in the offense level for Defendant's timely acceptance of responsibility if Defendant's adjusted offense level as determined by the Court is 16 or greater and a two (2) level downward adjusted in the offense level for Defendant's timely acceptance of responsibility if Defendant's adjusted offense level as determined by the Court is less than 16, pursuant to USSG§ 3E1.1(a) and (b), if Defendant does the following:

i. accepts this Plea Agreement;

ii. enters a guilty plea on or before May 31, 2023;

iii. demonstrates recognition and affirmative acceptance of Defendant's personal responsibility for Defendant's criminal conduct;

iv. provides complete and accurate information during the sentencing process; and

v. does not commit any obstructive conduct.

The United States and Defendant agree that at its option and on written notice to Defendant, the United States may elect not to recommend a reduction for acceptance of responsibility if, prior to the imposition of sentence, Defendant is charged with, or convicted of, any criminal offense, or if Defendant tests positive for any controlled substance.

d. <u>No Other Agreements</u>

The United States and Defendant have no other agreements regarding the Guidelines or the application of any Guidelines enhancements, departures, or variances. Defendant understands and acknowledges that the United States is free to make any sentencing arguments it sees fit, including arguments arising from Defendant's uncharged conduct, conduct set forth in charges that will be dismissed pursuant to this Agreement, and Defendant's relevant conduct.

e. <u>Criminal History</u>

The United States and Defendant have no agreement and make no representations about Defendant's criminal history category, which will be determined by the Court after the United States Probation Office prepares and discloses a Presentence Investigative Report.

13. <u>Incarceration</u>

The United States agrees to recommend a sentence at or below the low end of the Guidelines, as calculated by the Court. Defendant may recommend any legal sentence.

14. Supervised Release

If the Court imposes a term of incarceration, the United States and Defendant each agree to recommend three years of supervised release. Defendant agrees that the Court's decision regarding the conditions of Defendant's Supervised Release is final and non-appealable; that is, even if Defendant is unhappy with the conditions of Supervised Release ordered by the Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's conviction, sentence, or any term of Supervised Release.

The United States and Defendant agree to recommend that in addition to the standard conditions of supervised release imposed in all cases in this District, the Court should also impose the following conditions:

a. Defendant will provide financial information and copies of federal income tax returns, and allow credit checks, at the direction of the United States Probation Office;

b. Defendant shall disclose all assets and liability to the United States Probation Office and shall not transfer, sell, give away, or otherwise convey or secret any asset, without the advance approval of the United States Probation Office;

c. Defendant is prohibited from incurring any new debt, opening new lines of credit, or enter any financial contracts or obligations without the prior approval of the United States Probation Office; and

d. Defendant shall participate in and complete financial counseling and life skills programs at the direction of the United States Probation Office.

15. Criminal Fine

The parties agree to recommend no additional criminal fine.

16. Mandatory Special Penalty Assessment

Defendant agrees to pay the $100 mandatory special penalty assessment to the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C. § 3013.

17. Restitution

The United States and Defendant agree that restitution is appropriate and mandatory, without regard to Defendant's economic situation, to identifiable victims who have suffered physical injury or pecuniary loss, pursuant to 18 U.S.C. §§ 3663A, 3664.

Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay restitution for all losses caused by Defendant's individual conduct, in exchange for the United States not bringing additional potential charges, regardless of whether counts associated with such losses will be dismissed as part of this Plea Agreement. With respect to restitution, the United States and Defendant agree to the following:

a. Restitution Amount and Interest

The United States and Defendant stipulate and agree that, pursuant to 18 U.S.C. §§ 3663, 3663A and 3664, the Court should order restitution in a total amount of at least $368,829; at least $69,012 for PPP Loan #6764178101, at least $150,000 for EIDL #2254048208, at least $45,717 for PPP Loan #4870587409, at least $76,900 for EIDL #2894447909, at least $6,000 for EIDL #3307378506, at least $21,200 for EIDL #1125447910, and that any interest on this restitution amount, if any, should be waived. The United States reserves the right to request additional restitution for the amounts owed to SBA related to these three PPP Loans, including but not limited to, loan origination fees, recording fees, accrued interest, and other loan costs.

b. Payments

To the extent restitution is ordered, the United States and Defendant agree that the Court will set a restitution payment schedule based on Defendant's financial circumstances. 18 U.S.C. § 3664(f)(2), (3)(A). Regardless, Defendant agrees to pay not less than 10% of Defendant's net monthly income towards restitution.

c. Treasury Offset Program and Collection

Defendant understands the Treasury Offset Program ("TOP") collects delinquent debts owed to federal agencies. If applicable, the TOP may take part or all of Defendant's federal tax refund, federal retirement benefits, or other federal benefits and apply these monies to Defendant's restitution obligations. 26 U.S.C. § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

Defendant understands that the United States may, notwithstanding the Court-imposed payment schedule, pursue other avenues to ensure the restitution obligation is satisfied, including, but not limited to, garnishment of available funds, wages, or assets. 18 U.S.C. §§ 3572, 3613, and 3664(m).

Nothing in this acknowledgment shall be construed to limit Defendant's ability to assert any specifically identified exemptions as provided by law, except as set forth in this Plea Agreement.

Until Defendant's fine and restitution obligations are paid in full, Defendant agrees fully to disclose all assets in which Defendant has any interest or over which Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or third party.

Until Defendant's fine and restitution obligations are paid in full, Defendant agrees to provide waivers, consents, or releases requested by the U.S. Attorney's Office to access records to verify the financial information.

d. Notifications and Waivers

Defendant agrees to notify the Court and the United States of any material change in Defendant's economic circumstances (e.g., inheritances, monetary gifts, changed employment, or income increases) that might affect Defendant's ability to pay restitution. 18 U.S.C. § 3664(k). Defendant also agrees to notify the United States of any address change within 30 days of that change. 18 U.S.C. § 3612(b)(1)(F). These obligations cease when Defendant's fine and restitution obligations are paid in full.

Defendant acknowledges that the Court's decision regarding restitution is final and non-appealable; that is, even if Defendant is unhappy with the amount of restitution ordered by the Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's conviction, sentence, or restitution order.

18. <u>Payments While Incarcerated</u>

If Defendant lacks the financial resources to pay the monetary obligations imposed by the Court, Defendant agrees to earn money toward these obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

19. <u>Additional Violations of Law Can Void Plea Agreement</u>

The United States and Defendant agree that the United States may, at its option and upon written notice to the Defendant, withdraw from this Plea Agreement or modify its sentencing recommendation if, prior to the imposition of sentence, Defendant is charged with or convicted of any criminal offense or tests positive for any controlled substance.

20. <u>Waiver of Appeal Rights</u>

Defendant understands that Defendant has a limited right to appeal or challenge Defendant's conviction and the sentence imposed by the Court.

Defendant expressly waives all of Defendant's rights to appeal Defendant's conviction and the sentence the Court imposes.

Defendant expressly waives Defendant's right to appeal any fine, term of supervised release, or restitution order imposed by the Court.

Defendant expressly waives the right to file any post-conviction motion attacking Defendant's conviction and sentence, including a motion pursuant to 28 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from information not now known by Defendant and which, in the exercise of due diligence, Defendant could not know by the time the Court imposes sentence.

Nothing in this Plea Agreement shall preclude the United States from opposing any post-conviction motion for a reduction of sentence or other attack upon the conviction or sentence, including, but not limited to, writ of habeas corpus proceedings brought pursuant to 28 U.S.C. § 2255.

21. Waiver of Attorney Fees and Costs

Defendant agrees to waive all rights Defendant may have under the "Hyde Amendment," Section 617, P.L. 105- 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the investigation and prosecution of all charges in the above-captioned matter and of any related allegations (including, without limitation, any charges to be dismissed pursuant to this Plea Agreement or any charges previously dismissed or not brought as a result of this Plea Agreement).

22. Withdrawal or Vacatur of Defendant's Plea

Should Defendant successfully move to withdraw from this Plea Agreement or should Defendant's conviction be set aside, vacated, reversed, or dismissed under any circumstance, then:

a. this Plea Agreement shall become null and void;

b. the United States may prosecute Defendant on all available charges;

c. The United States may reinstate any counts that have been dismissed, have been superseded by the filing of another charging instrument, or were not charged because of this Plea Agreement; and

d. the United States may file any new charges that would otherwise be barred by this Plea Agreement.

The decision to pursue any or all of these options is solely in the discretion of the United States Attorney's Office.

Defendant agrees to waive any objections, motions, and/or defenses Defendant might have to the United States' decisions to seek, reinstate, or reinitiate charges if a count of conviction is withdrawn, set aside, vacated, reversed, or dismissed, including any claim that the United States has violated Double Jeopardy.

Defendant agrees not to raise any objections based on the passage of time, including but not limited to, alleged violations of any statutes of limitation or any objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth Amendment.

23. Integration Clause

The United States and Defendant acknowledge that this document constitutes the entire Plea Agreement between the United States and Defendant, and no other promises, agreements, or conditions exist between the United States and Defendant concerning the resolution of the case.

This Plea Agreement is binding only on the United States Attorney's Office for the Eastern District of Washington, and cannot bind other federal, state, or local authorities.

The United States and Defendant agree that this Agreement cannot be modified except in a writing that is signed by the United States and Defendant.

Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for the Eastern District of Washington.

Vanessa R. Waldref
United States Attorney

5/10/2023

Dan Fruchter
Assistant United States Attorney

Date

5/10/2023

Tyler H.L. Tornabene
Assistant United States Attorney

Date

I have read this Plea Agreement and I have carefully reviewed and discussed every part of this Plea Agreement with my attorney. I understand the terms of this Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and voluntarily. I have consulted with my attorney about my rights, I understand those rights, and I am satisfied with the representation of my attorney in this case. No other promises or inducements have been made to me, other than those contained in this Plea Agreement. No one has threatened or forced me in any way to enter into this Plea Agreement. I agree to plead guilty because I am guilty.

DocuSigned by:
Marisa Beck
A8F32B45B638422...
5/30/2023

5/9/2023 5/30/2023

Marisa Beck
Defendant

Date

I have read the Plea Agreement and have discussed the contents of the agreement with my client. The Plea Agreement accurately and completely sets forth the entirety of the agreement between the parties. I concur in my client's decision to plead guilty as set forth in the Plea Agreement. There is no legal reason why the Court should not accept Defendant's guilty plea.

DocuSigned by:
Daniel Perlman
40A54AB53C014D6...

5/10/2023

Daniel Perlman
Attorney for Defendant

Date 5/30/23