

Vanessa R. Waldref  
United States Attorney  
Eastern District of Washington  
Tyler H.L. Tornabene  
Dan Fruchter  
Assistant United States Attorneys  
Post Office Box 1494  
Spokane, WA 99210-1494  
Telephone: (509) 353-2767

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON  
NOV 22 2022  
SEAN F. McAVOY, CLERK  
DEPUTY  
SPOKANE, WASHINGTON

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

v.

STEPHANIE BROCK MURPHY,

Defendant.

Case No.: 2:22-CR-84-TOR-2

Plea Agreement

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

1. Guilty Plea and Maximum Statutory Penalties

Defendant agrees to enter a plea of guilty to Count 9 of the Indictment filed on July 19, 2022, which charges 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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

1 a reasonable doubt at trial; and these facts constitute an adequate factual basis for  
2 Defendant's guilty plea.

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

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

14 In order to obtain a PPP loan, a qualifying business was required to submit a  
15 PPP loan application signed by an authorized representative of the business. The  
16 PPP loan application required the business (through its authorized representative)  
17 to acknowledge the program rules and make certain affirmative certifications in  
18 order to be eligible to obtain the PPP loan. In the PPP loan application, the  
19 applicant (through its authorized representative) was required to state, among other  
20 things: (a) its average monthly payroll expenses; and (b) its number of employees.  
21 If the applicant had no employees other than the owner, the applicant was required  
22 to provide the gross income amount from a 2019 or 2020 IRS Form 1040,  
23 Schedule C. These figures were used to calculate the amount of money the small  
24 business was eligible to receive under the PPP. Additionally, the applicant was  
25 required to certify that they were in operation as of February 15, 2020. The  
26 applicant was also required to certify that the information in the application was  
27 true and correct to the best of the applicant's knowledge.  
28

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

8 Beginning no later than on or about March 20, 2021, and continuing through  
9 at least September 8, 2021, in the Eastern District of Washington and elsewhere,  
10 Defendant and her spouse devised and intended to devise a scheme to defraud the  
11 SBA, and to obtain money and property by means of materially false and  
12 fraudulent pretenses, representations, and promises. On or about September 11,  
13 2020, Defendant and her spouse opened a joint checking account ending in 9587 at  
14 Capital One Bank, National Association ("Defendant's Joint Capital One Checking  
15 Account"). On or about March 1, 2021, Defendant and her spouse opened a  
16 performance savings account ending in 6375 at Capital One Bank, National  
17 Association ("Defendant's Joint Capital One Savings Account").

18 On or about March 16, 2021, Defendant submitted an application for PPP  
19 loan number 5015588605 to the SBA under the name of her purported business in  
20 her own name, that is, "Stephanie Murphy." Defendant falsely and fraudulently  
21 stated in the application for PPP loan number 5015588605 that her purported  
22 business' gross income for calendar year 2020 was \$100,000. Defendant also  
23 submitted an incomplete and fraudulent IRS Form 1040, Schedule C, in support of  
24 her application, which falsely set forth her purported business' income to be  
25 \$100,000.

26 Based on the false information she provided, Defendant requested a PPP  
27 loan for the purported business in the amount of \$20,833. Defendant provided  
28 Defendant's Joint Capital One Checking Account as the business account of the

1 purported business, and the account into which funds would be deposited.  
2 Defendant certified that the information in the application was true and correct to  
3 the best of her knowledge, under penalty of perjury and of other criminal penalties  
4 for false information.

5 These representations were materially false and fraudulent. In particular,  
6 neither Defendant nor her purported business had gross income of \$100,000 for  
7 calendar year 2020. Accordingly, neither the purported business nor Defendant  
8 were eligible for any PPP funding. On or about March 31, 2021, as a result of the  
9 fraudulent scheme, and the materially false and fraudulent information supplied by  
10 Defendant, Fountainhead SBF, LLC, acting on a delegated basis from SBA,  
11 disbursed \$20,833 in SBA PPP funding into Defendant's Joint Capital One  
12 Checking Account. As part of the fraudulent scheme, on or about August 26,  
13 2021, Defendant fraudulently requested forgiveness of the entire PPP loan amount.

14 As part of the fraudulent scheme, on or about March 23, 2021, Defendant's  
15 spouse submitted an application for PPP loan number 1741018703 to the SBA  
16 containing material falsities which Defendant's spouse certified were true and  
17 correct to the best of his knowledge, under penalty of perjury and of other criminal  
18 penalties for false information. On or about April 14, 2021, as a result of the  
19 fraudulent scheme, and the materially false and fraudulent information supplied by  
20 Defendant's spouse, Harvest Small Business Finance, LLC, disbursed \$20,833 into  
21 Defendant's Joint Capital One Savings Account. As part of the fraudulent scheme,  
22 on or about that same day, April 14, 2020, \$20,000 of the fraudulently obtained  
23 funds were transferred into Defendant's Joint Capital One Checking Account. As  
24 part of the fraudulent scheme, on or about September 8, 2021, Defendant's spouse  
25 fraudulently requested forgiveness of the entire PPP loan amount.

26 On or about April 12, 2021, Defendant submitted an application for a  
27 Second Draw PPP under loan number 3419228806 to the SBA in the name of her  
28 purported wood products manufacturing company. Defendant falsely and

1 fraudulently stated that her purported business' gross income for calendar year  
2 2020 was \$100,000, and that its average monthly payroll was therefore \$8,333.33.  
3 Defendant also supplied a false, incomplete, and fraudulent IRS Form 1040,  
4 Schedule C with her application stating that her business' gross income for  
5 calendar year 2020 was \$100,000. Based on that information, Defendant requested  
6 a second draw PPP loan for the business in the amount of \$20,833 into Defendant's  
7 Joint Capital One Checking Account.

8 Defendant certified that the information in the application was true and  
9 correct to the best of her knowledge, under penalty of perjury and of other criminal  
10 penalties for false information. Defendant's representations were materially false  
11 and fraudulent in that Defendant's purported business did not have gross revenue  
12 of \$100,000 in 2020.

13 On or about April 28, 2021, as a result of the fraudulent scheme and the  
14 materially false and fraudulent information supplied by Defendant, Fountainhead  
15 SBF, LLC, acting on a delegated basis for the SBA, disbursed \$20,833 into  
16 Defendant's Joint Capital One Checking Account. As part of the fraudulent  
17 scheme, on or about August 26, 2021, Defendant fraudulently requested  
18 forgiveness of the entire PPP loan amount.

19 8. The United States' Agreements

20 The United States Attorney's Office for the Eastern District of Washington  
21 agrees that at the time of sentencing, the United States will move to dismiss Counts  
22 1 through 7 of the Indictment filed on July 19, 2022, which charge Defendant as  
23 follows: Counts 1 through 6, Wire Fraud in violation of 18 U.S.C. § 1343; and  
24 Counts 7, False Fictitious, or Fraudulent Claims, in violation of 18 U.S.C. § 287.

25 The United States Attorney's Office for the Eastern District of Washington  
26 agrees not to bring additional charges against Defendant based on the criminal  
27 activity set forth in this Plea Agreement that arises out of Defendant's conduct  
28 involving illegal activity charged or identified as a result of this investigation,

1 unless Defendant breaches this Plea Agreement before sentencing. Nothing in this  
2 agreement is intended to release any liability arising under Title 26, United States  
3 Code (Internal Revenue Code).

4 9. United States Sentencing Guidelines Calculations

5 Defendant understands and acknowledges that the United States Sentencing  
6 Guidelines (“U.S.S.G.” or “Guidelines”) apply and that the Court will determine  
7 Defendant’s advisory range at the time of sentencing, pursuant to the Guidelines.  
8 The United States and Defendant agree to the following Guidelines calculations.

9 a. Base Offense Level

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

13 b. Special Offense Characteristics

14 The United States and the Defendant agree that Defendant’s base offense  
15 level is increased by 6 levels because the loss amount was more than \$40,000, but  
16 less than \$95,000. See U.S.S.G. § 2B1.1(b)(1)(D). The parties are not aware of  
17 any other specific offense characteristics that apply.

18 c. Acceptance of Responsibility

19 The United States will recommend that Defendant receive a downward  
20 adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1(a), if  
21 Defendant does the following:

- 22 i. accepts this Plea Agreement;
- 23 ii. enters a guilty plea on before November 22, 2022;
- 24 iii. demonstrates recognition and affirmative acceptance of  
25 Defendant’s personal responsibility for Defendant’s  
26 criminal conduct;
- 27 iv. provides complete and accurate information during the  
28 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. No Other Agreements

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. Criminal History

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.

10. Incarceration

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.

11. Supervised Release

The United States and Defendant each agree to recommend 3 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

1 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,  
2 sentence, or any term of Supervised Release.

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

- 6 a. Defendant will provide financial information and copies of  
7 federal income tax returns, and allow credit checks, at the  
8 direction of the United States Probation Office;
- 9 b. Defendant shall disclose all assets and liability to the United  
10 States Probation Office and shall not transfer, sell, give away,  
11 or otherwise convey or secret any asset, without the advance  
12 approval of the United States Probation Office;
- 13 c. Defendant is prohibited from incurring any new debt, opening  
14 new lines of credit, or enter any financial contracts or  
15 obligations without the prior approval of the United States  
16 Probation Office; and
- 17 d. Defendant shall participate in and complete financial  
18 counseling and life skills programs at the direction of the  
19 United States Probation Office.

20 12. Criminal Fine

21 The parties agree to recommend no additional criminal fine.

22 13. Mandatory Special Penalty Assessment

23 Defendant agrees to pay the \$100 mandatory special penalty assessment to  
24 the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C.  
25 § 3013.

26 14. Restitution

27 The United States and Defendant agree that restitution is appropriate and  
28 mandatory, without regard to Defendant's economic situation, to identifiable

1 victims who have suffered physical injury or pecuniary loss, pursuant to 18 U.S.C.  
2 §§ 3663A, 3664.

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

9 a. Restitution Amount and Interest

10 The United States and Defendant stipulate and agree that, pursuant to 18  
11 U.S.C. §§ 3663, 3663A and 3664, the Court should order restitution in an amount  
12 of at least \$62,499, which consists of at least \$20,833 for PPP Loan #5015588605,  
13 at least \$20,833 for PPP Loan #1741018703, and at least \$20,833 for PPP Loan  
14 #3419228806, and that any interest on this restitution amount, if any, should be  
15 waived. Defendant's restitution obligation shall be entered jointly and severally  
16 with co-Defendant Stephen Lawrence Murphy for the full amount of the restitution  
17 ordered at sentencing. The United States reserves the right to request additional  
18 restitution for the amounts owed to SBA related to these three PPP Loans,  
19 including but not limited to, loan origination fees, recording fees, accrued interest,  
20 and other loan costs.

21 b. Payments

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

27 c. Treasury Offset Program and Collection

28 Defendant understands the Treasury Offset Program ("TOP") collects

1 delinquent debts owed to federal agencies. If applicable, the TOP may take part or  
2 all of Defendant's federal tax refund, federal retirement benefits, or other federal  
3 benefits and apply these monies to Defendant's restitution obligations. 26 U.S.C.  
4 § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

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

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

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

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

19 d. Notifications and Waivers

20 Defendant agrees to notify the Court and the United States of any material  
21 change in Defendant's economic circumstances (e.g., inheritances, monetary gifts,  
22 changed employment, or income increases) that might affect Defendant's ability to  
23 pay restitution. 18 U.S.C. § 3664(k). Defendant also agrees to notify the United  
24 States of any address change within 30 days of that change. 18 U.S.C.  
25 § 3612(b)(1)(F). These obligations cease when Defendant's fine and restitution  
26 obligations are paid in full.

27 Defendant acknowledges that the Court's decision regarding restitution is  
28 final and non-appealable; that is, even if Defendant is unhappy with the amount of

1 restitution ordered by the Court, that will not be a basis for Defendant to withdraw  
2 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal  
3 Defendant's conviction, sentence, or restitution order.

4 15. Payments While Incarcerated

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

8 16. Additional Violations of Law Can Void Plea Agreement

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

14 17. Waiver of Appeal Rights

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

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

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

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

26 Nothing in this Plea Agreement shall preclude the United States from  
27 opposing any post-conviction motion for a reduction of sentence or other attack  
28

1 upon the conviction or sentence, including, but not limited to, writ of habeas  
2 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

3 18. Compassionate Release

4 In consideration for the benefits Defendant is receiving under the terms of  
5 this Plea Agreement, Defendant expressly waives Defendant's right to bring any  
6 motion for Compassionate Release other than a motion arising from one of the  
7 specific bases set forth in this paragraph of this Plea Agreement. The United States  
8 retains the right to oppose, on any basis, any motion Defendant files for  
9 Compassionate Release.

10 The only bases on which Defendant may file a motion for Compassionate  
11 Release in the Eastern District of Washington are the following:

12 a. Medical Condition of Defendant

- 13 i. Defendant is suffering from a terminal illness (i.e., a  
14 serious and advanced illness with an end of life  
15 trajectory). A specific prognosis of life expectancy (i.e.,  
16 a probability of death within a specific time period) is not  
17 required. Examples include metastatic solid-tumor  
18 cancer, amyotrophic lateral sclerosis (ALS), end-stage  
19 organ disease, and advanced dementia; or  
20 ii. Defendant is suffering from a serious physical or medical  
21 condition, a serious functional or cognitive impairment,  
22 or deteriorating physical or mental health because of the  
23 aging process that substantially diminishes the ability of  
24 the defendant to provide self-care within the environment  
25 of a correctional facility and from which Defendant is not  
26 expected to recover.

27 b. Age of Defendant

- i. Defendant is at least 65 years old, is experiencing a serious deterioration in physical or mental health because of the aging process; and has served at least 10 years or 75 percent of Defendant's term of imprisonment, whichever is less; or
  - ii. Defendant is at least 70 years old and has served at least 30 years in prison pursuant to a sentence imposed under 18 U.S.C. § 3559(c) for the offense or offenses for which Defendant is imprisoned.
- c. Family Circumstances
- i. The caregiver of Defendant's minor child or children has died or become incapacitated, and Defendant is the only available caregiver for Defendant's minor child or children; or
  - ii. Defendant's spouse or registered partner has become incapacitated, and Defendant is the only available caregiver for Defendant's spouse or registered partner.
- d. Subsequent Reduction to Mandatory Sentence
- i. Defendant pleaded guilty to an offense which, on the date of Defendant's guilty plea, carried a mandatory minimum sentence; and
  - ii. after the entry of judgment, the length of the mandatory minimum sentence for Defendant's offense of conviction was reduced by a change in the law; and
  - iii. the application of the reduced mandatory minimum sentence would result in Defendant receiving a lower overall sentence.
- e. Ineffective Assistance of Counsel

- i. Defendant seeks Compassionate Release based on a claim of ineffective assistance of counsel arising from information that Defendant both
  1. did not know at the time of Defendant's guilty plea, and
  2. could not have known, in the exercise of due diligence, at the time the Court imposed sentence.

19. 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.

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

5 20. Integration Clause

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

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

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

15 Approvals and Signatures

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

18 Vanessa R. Waldref  
19 United States Attorney

20 

21 Tyler H.L. Tornabene  
22 Assistant United States Attorney

11-22-22

Date

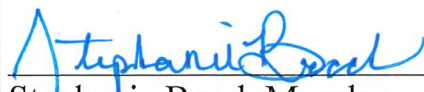
23 

24 Dan Fruchter  
25 Assistant United States Attorney

11/22/22

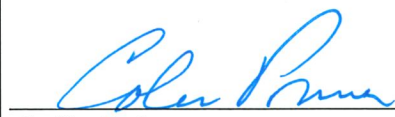
Date

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

9   
10 Stephanie Brock Murphy  
11 Defendant

11.22.22  
Date

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

17   
18 Colin Prince  
19 Attorney for Defendant

11/22/2022  
Date