

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION

UNITED STATES OF AMERICA

v.

SHA'QUIRRIA TOLBERT

Case No. 1:24-cr-00045 (LAG)

PLEA AGREEMENT

It is agreed by the United States of America, by and through its undersigned attorneys, and Sha'Quirria Tolbert, hereinafter referred to as "Defendant" or "TOLBERT" and Defendant's undersigned attorney, as follows:

(1)

Defendant acknowledges that Defendant has reviewed and discussed the Indictment against Defendant in this matter with Defendant's attorney and Defendant's attorney has explained to Defendant his understanding of the Government's evidence.

(2)

Defendant understands that Defendant is not required to plead guilty, and that Defendant has the right to plead not guilty and to elect instead to be tried by jury. Defendant understands that at a jury trial, Defendant would enjoy a presumption of innocence, and that the United States would have the burden of proving Defendant's guilt beyond a reasonable doubt. Defendant understands that Defendant would be entitled to the services of an attorney at all stages of such a trial. Defendant understands that Defendant would be entitled to confront and to cross-examine the United States' proof, and to present witnesses and evidence in Defendant's own behalf. Defendant understands that Defendant would have the right to testify in Defendant's own behalf, but that Defendant could not be compelled to do so. Defendant has discussed these rights with Defendant's

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attorney. Defendant is satisfied with the services of Defendant's attorney. Defendant knowingly and voluntarily waives Defendant's right to plead not guilty and to proceed to trial.

The Acting United States Attorney, the Fraud Section of the Criminal Division of the Department of Justice (hereinafter "Fraud Section" and, together with the Acting United States Attorney, the "United States" or the "Government"), and the Defendant understand and agree that the Court should consider its sentence in light of the advisory U.S. Sentencing Guidelines, as explained in United States v. Booker, 543 U.S. 220 (2005). Defendant knowingly and voluntarily waives any further objections that Defendant may have based on Booker, Apprendi v. New Jersey, 530 U.S. 466 (2000), and their progeny. Defendant therefore agrees that at sentencing, the Court may determine any pertinent fact by a preponderance of the evidence and the Court may consider any reliable information, including hearsay. Defendant expressly waives any claim of right to an indictment, trial by jury, and/or proof beyond a reasonable doubt on any factual determinations that pertain to sentencing in this case.

(3)

Defendant being fully cognizant of Defendant's rights, and in exchange for the considerations to be made by the United States as set forth in Paragraph (4) below, agrees pursuant to Rule 11(c), Federal Rules of Criminal Procedure, as follows:

(A) The Defendant is guilty and will knowingly and voluntarily enter a plea of guilty to Count One of the Indictment, which charges Defendant with conspiracy to commit mail fraud in violation of Title 18, United States Code, Section 1349.

(B) That Defendant fully understands that Defendant's plea of guilty as set forth in Subparagraph (A), above, will subject Defendant on Count One to a maximum sentence of twenty (20) years imprisonment, a maximum fine of \$250,000.00 or twice the gross pecuniary gain or the

gross pecuniary loss resulting from the offense, whichever is greatest, and a term of supervised release of three year(s). Defendant further acknowledges that the Court is required to impose a mandatory assessment of \$100 per count.

(C) The Defendant acknowledges and understands that the Court is not bound by any estimate of the probable sentencing range that Defendant may have received from Defendant's attorney, the Government, or the Probation Office. The Defendant further acknowledges and agrees that Defendant will not be allowed to withdraw Defendant's plea because Defendant has received an estimated guideline range from the Government, Defendant's attorney, or the Probation Office which is different from the guideline range computed by the Probation Office in the Presentence Investigative Report and found by the Court to be the correct guideline range.

(D) The Defendant understands fully and has discussed with Defendant's attorney that the Court will not be able to determine the appropriate guideline sentence until after a Presentence Investigative Report has been completed. The Defendant understands and has discussed with Defendant's attorney that the Defendant will have the opportunity to review the Presentence Investigative Report and challenge any facts reported therein. The Defendant understands and has discussed with Defendant's attorney that any objections or challenges by the Defendant or Defendant's attorney to the Presentence Investigative Report or the Court's rulings thereon will not be grounds for withdrawal of the plea of guilty.

(E) Defendant understands and has discussed with Defendant's attorney that after the Court determines the applicable guideline range of this case, the Court has the authority under certain circumstances to impose a sentence that is more severe or less severe than the sentence called for by the U.S. Sentencing Guidelines.

(F) Defendant agrees to provide a check for the mandatory assessment at the time of sentencing.

Waiver of Appeal Rights and Right of Collateral Attack

(G) Understanding that Title 18, United States Code, Section 3742 provides for appeal by a Defendant of the sentence under certain circumstances, Defendant waives any right to appeal the imposition of sentence upon Defendant, including the right to appeal the amount of restitution imposed, if any, except in the event that the District Court imposes a sentence that exceeds the advisory guideline range as that range has been calculated by the District Court at the time of sentencing, or in the event that the District Court imposes a sentence in excess of the statutory maximum.

(H) Defendant waives any right to collaterally attack Defendant's conviction and sentence under Title 28, United States Code, Section 2255, or to bring any other collateral attack, except that Defendant shall retain the right to bring a claim of ineffective assistance of counsel. This provision shall not bar the filing of a petition for writ of habeas corpus, as permitted by Title 28, United States Code, Section 2241.

(I) Defendant waives any right to file a motion for modification of sentence, including under Title 18, United States Code, Section 3582(c)(2), except in the event of a future retroactive amendment to the sentencing guidelines which would affect Defendant's sentence.

(J) Defendant and the Government agree that nothing in this Plea Agreement shall affect the Government's right or obligation to appeal as set forth in 18 U.S.C. § 3742(b). If, however, the Government appeals Defendant's sentence pursuant to this statute, Defendant is released from Defendant's waiver of Defendant's right to appeal altogether.

(K) Defendant acknowledges that this waiver may result in the dismissal of any appeal or collateral attack Defendant might file challenging her conviction or sentence in this case. If

Defendant files a notice of appeal or collateral attack, notwithstanding this agreement, Defendant agrees that this case shall, upon motion of the Government, be remanded to the District Court to determine whether Defendant is in breach of this agreement and, if so, to permit the Government to withdraw from the Plea Agreement.

(L) Defendant agrees to provide complete, candid, and truthful statements to law enforcement officers regarding Defendant's involvement and the involvement of all others involved in the charges alleged in the present Indictment as well as any and all criminal violations about which the Defendant has knowledge or information and that such information provided will be pursuant to and covered by this agreement. The Defendant further agrees to provide complete, candid, and truthful testimony regarding such matters in any proceeding. The Defendant understands that this agreement does not require the Defendant to implicate any particular individual or individuals or to "make a case," rather it requires the Defendant to be truthful and to testify truthfully whenever called upon.

(M) Defendant and the Government stipulate and agree that there was no detected or identified biological evidence obtained during the investigation and prosecution of the matter which is subject to DNA testing. The Defendant further agrees that all evidence obtained in this investigation and prosecution may be destroyed or returned to its rightful owner.

(N) The United States and Defendant hereby agree that any breach of this agreement by the Defendant occasioned by a failure to cooperate, by withholding information, giving of false information, perjury, or failure to testify in any judicial proceeding in connection with the individuals, matters, and transactions referred to in the Indictment, would: (a) not relieve the Defendant of Defendant's plea of guilty; (b) permit the Government to reinstate and proceed with prosecution on any other charges arising from the matters referred to in this Indictment; (c) permit

the Government to instigate and proceed with the prosecution of any other offenses arising from a breach of this agreement, including perjury, false declaration, false statement, and/or obstruction of justice; and (d) permit the Government to utilize against the Defendant in any subsequent judicial proceeding any and all statements made by the Defendant. If a legitimate issue arises as to whether or not there has been a breach of this agreement, said question shall be determined by the United States District Court for the Middle District of Georgia. The burden of establishing such a breach shall be upon the United States and shall be established by a preponderance of the evidence. The Federal Rules of Evidence shall not apply in any hearing to establish such a breach, but evidence shall be admitted and excluded at the Court's discretion.

(O) Defendant acknowledges that Rule 11(f) and Federal Rules of Evidence 408 and 410 are rules that ordinarily limit the admissibility of statements made by a defendant in the course of plea discussions. Defendant knowingly and voluntarily waives these rights and agrees that any statements made in the course of Defendant's guilty plea or this Plea Agreement (in part or in its entirety, at the sole discretion of the United States) and the Factual Basis will be admissible against the Defendant for any purpose in any criminal or civil proceeding if Defendant fails to enter, or attempts to withdraw, Defendant's guilty plea, or in any post-conviction proceeding challenging the knowing or voluntary nature of the guilty plea.

(P) Defendant understands, and has fully discussed with Defendant's attorney, that concerning Count One the Court shall order total restitution in this case pursuant to 18 U.S.C. § 3663A and that Defendant agrees to pay the restitution ordered by the Court whether to an identifiable victim or the community. Defendant agrees that the total amount of restitution reflected in this Plea Agreement results from Defendant's conduct as described in the Indictment to which the Defendant is entering a plea of guilty.

(Q) Defendant recognizes that pleading guilty could have consequences with respect to Defendant's immigration status. Under federal law, a broad range of crimes are removable offenses, including the offense to which Defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding over which the District Court does not have jurisdiction. Defendant understands that no one, including Defendant's attorney, or the District Court, can predict to a certainty the effect of this conviction on Defendant's immigration status. Nevertheless, Defendant affirms that Defendant wants to plead guilty regardless of any immigration consequences that her plea may entail, even if the consequence is Defendant's automatic removal from the United States.

(R) Defendant agrees that if any restitution is ordered by the Court under 18 U.S.C. § 2259, the amount of restitution ordered by the Court shall include Defendant's total offense conduct. Defendant agrees and understands that any payment schedule imposed by the Court is without prejudice to the United States to take all actions and take all remedies available to it to collect the full amount of the restitution.

(S) Defendant agrees that the restitution, restitution judgment, payment provisions, and collection actions of this Plea Agreement are intended to, and will, survive Defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. Defendant further agrees that any restitution collected and/or distributed will survive him, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement.

(T) The restitution described above shall be paid through the Office of the Clerk of the District Court by bank or cashier's check or money order made payable to the "Clerk, United States District Court."

(U) The parties will jointly recommend that as a condition of probation or supervised release, Defendant will notify the Financial Litigation Unit (FLU), United States Attorney's Office, of any interest in property obtained, directly or indirectly, including any interest obtained under any other name, or entity, including a trust, partnership, or corporation after the execution of this Plea Agreement until the fine or restitution is paid in full.

(V) The parties will also jointly recommend that as a condition of probation or supervised release, Defendant will notify the FLU, United States Attorney's Office, before Defendant transfers any interest in property owned directly or indirectly by Defendant, including any interest held or owned under any other name or entity, including trusts, partnerships and/or corporations.

(4)

In exchange for the consideration set forth in Paragraph (3) above, the United States agrees as follows:

(A) That it will accept the plea of guilty by Defendant as provided in Paragraph (3)(A), above, in full satisfaction of all possible federal criminal charges known to the United States at the time of Defendant's guilty plea, which might have been brought solely in this district against Defendant.

(B) That the United States further agrees, if Defendant cooperates truthfully and completely with the Government, including being debriefed and providing truthful testimony, at any proceeding resulting from or related to Defendant's cooperation, to make the extent of Defendant's cooperation known to the sentencing court. If Defendant is not completely truthful and candid in her cooperation with the United States, she may be subject to prosecution for perjury, false statements, obstruction of justice, and/or any other applicable charge. If the cooperation is

completed prior to sentencing, the United States agrees to consider whether such cooperation qualifies as “substantial assistance” pursuant to 18 U.S.C. § 3553(e) and/or Section 5K1.1 of the U.S. Sentencing Guidelines, warranting the filing of a motion at the time of sentencing recommending a downward departure from the applicable guideline range. If the cooperation is completed subsequent to sentencing, the United States agrees to consider whether such cooperation qualifies as “substantial assistance” pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure warranting the filing of a motion for reduction of sentence within one year of the imposition of sentence. In either case, Defendant understands that the determination as to whether Defendant has provided “substantial assistance” rests solely with the United States. Any good faith efforts on the part of Defendant that do not substantially assist in the investigation or prosecution of another person who has committed a crime will not result in either a motion for downward departure or a Rule 35 motion. In addition, should Defendant fail to cooperate truthfully and completely with the United States, or if Defendant engages in any additional criminal conduct, Defendant shall not be entitled to consideration pursuant to this paragraph.

(C) Pursuant to Section 1B1.8 of the U.S. Sentencing Guidelines, the United States agrees that any self-incriminating information which was previously unknown to the United States and is provided to the United States by Defendant in connection with Defendant’s cooperation and as a result of Defendant’s plea agreement to cooperate will not be used in determining the applicable guideline range. Further, the United States agrees not to bring additional charges against Defendant, with the exception of charges resulting from or related to violent criminal activity, as defined in 18 U.S.C. § 924(e)(2)(B)(i), based on any information provided by Defendant in connection with Defendant’s cooperation, which information was not known to the

United States prior to said cooperation. This does not restrict the United States' use of information previously known or independently obtained for such purposes.

(D) If Defendant affirmatively manifests an acceptance of responsibility as contemplated by the U.S. Sentencing Guidelines, the United States will recommend to the Court that Defendant receive an appropriate downward departure for such acceptance. It is entirely within the Court's discretion whether or not Defendant would be entitled to any reduction based upon an acceptance of responsibility. The United States expressly reserves its right to furnish to the Court information, if any, showing that Defendant has not accepted responsibility, including, but not limited to, denying her involvement, giving conflicting statements as to her involvement, or engaging in additional criminal conduct including personal use of a controlled substance.

(5)

(Criminal Forfeiture)

It is further stipulated and agreed that during the time of the offense stated in Count One of the Indictment, Defendant, Sha'Quirria Tolbert, obtained a substantial amount of money, that constitutes or was derived from proceeds traceable to the commission of the aforesaid violation of Title 18, United States Code, Section 1349.

(A) Defendant hereby agrees to forfeit to the United States voluntarily and immediately all of Defendant's right, title, and interest in a sum of money, in the amount of one hundred seventy-five thousand, fifty-three dollars (\$175,053.00), which is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), in conjunction with Title 28, United States Code, Section 2461(c), or substitute assets thereof (hereinafter referred to as the "personal money judgment").

(B) Defendant agrees that the personal money judgment reflects a reasonable compromise between the parties for forfeiture purposes concerning the amount of funds which constitute, or were derived from, or is traceable to the proceeds obtained directly or indirectly from the commission of said violation(s) of Title 18, United States Code, Section 1349.

(C) Defendant agrees to the entry of a preliminary order of forfeiture of the above-described personal money judgment pursuant to Federal Rules of Criminal Procedure 32.2 upon acceptance of Defendant's plea of guilty by the United States District Court, and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant acknowledges and understands that the forfeiture of the personal money judgment is part of the sentence that may be imposed in this case and waives any failure by the court to advise Defendant of this, pursuant to FED. R. CRIM. P. 11(b)(1)(J) at the time her guilty plea is accepted.

(D) Defendant agrees that the personal money judgment amount constitutes, or was derived from, or is traceable to the proceeds obtained from the commission of said violation(s) of Title 18, United States Code, Section 1349, and is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), in conjunction with Title 28, United States Code, Section 2461(c), or substitute assets thereof.

(E) Defendant agrees to identify all assets over which Defendant exercises or exercised control, directly or indirectly, within the past five (5) years, or in which the Defendant has or had during that time any financial interest. Defendant agrees to take all steps as requested by the United States to obtain from any other parties by any lawful means any records of assets owned at any time by Defendant. Defendant agrees to undergo any polygraph examination the United States

may choose to administer concerning such assets and to provide and/or consent to the release of the Defendant's tax returns for the previous five (5) years. Defendant agrees to forfeit to the United States all of defendant's interests in any asset of a value of more than \$1,000.00 that, within the last five (5) years, Defendant owned, or in which Defendant maintained an interest, the ownership of which the Defendant fails to disclose to the United States in accordance with this agreement.

(F) Defendant agrees to forfeit all interests in any asset that Defendant currently owns, has previously owned or over which Defendant currently, or has in the past, exercised control, directly or indirectly, and any property Defendant has transferred, as well as any property that is traceable to, derived from, fungible with, or a substitute for the property which constitutes, or as derived from, or proceeds traceable to the aforementioned offense(s).

(G) Defendant agrees fully to assist the United States in effectuating the payment of personal money judgment, and the forfeiture of any property, real or personal, which constitutes or is derived from proceeds traceable to the offense(s) and to take whatever steps are necessary to pass clear title to that property to the United States, including but not limited to, surrendering the property to the United States at the time of sentencing, surrender title and execution of any documents necessary to transfer Defendant's interest in any of the property to the United States, assisting in bringing any assets located outside the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that the property subject to forfeiture is not sold, disbursed, wasted, hidden, or otherwise made unavailable for forfeiture.

(H) Defendant agrees to waive all interest and not file a claim to any property which constitutes or is derived from proceeds traceable to the offense(s) in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal, which may be or has been initiated.

(I) Defendant agrees to waive Defendant's right to notice of any forfeiture proceeding involving any property, which constitutes or is derived from proceeds traceable to the offense(s) and agrees not to file a claim or assist others in filing a claim in any such forfeiture proceeding.

(J) Defendant knowingly and voluntarily waives her right to a jury trial on the forfeiture of any property, which constitutes, or is derived from proceeds traceable to the offense(s). Defendant knowingly and voluntarily waives all constitutional, legal, and equitable defenses to the forfeiture of the property in any proceeding. Defendant agrees to waive any jeopardy defense or claim of double jeopardy, whether constitutional or statutory, and agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of the property by the United States, the State of Georgia, or its subdivisions.

(K) Defendant agrees to make a full and complete disclosure of all assets in which Defendant has any interest or over which Defendant exercises control and those which are held or controlled by a nominee(s). Defendant understands and acknowledges that the government is relying upon Defendant's representation in entering into this plea agreement. If those representations are false or inaccurate in any way, the government may pursue all forfeiture remedies available.

(L) Defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence. Forfeiture of the Defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty this court may impose upon Defendant in addition to forfeiture.

(M) Defendant agrees to hold harmless, release, and forever discharge the United States, its officers, agents, attorneys, servants, and employees, from any and all actions, causes of actions,

suits, proceedings, debts, dues, contracts, judgments, damages, claims, or demands whatsoever in law or equity which Defendant, her successors, or assigns, ever had, now have, or may have, whether known or unknown, in connection with the seizure and forfeiture of any property which constitutes or is derived from proceeds traceable to the offense(s).

(N) Defendant freely, voluntarily, knowingly, and intelligently waives any right to appeal or collaterally attack any matter in connection with the forfeiture of assets pursuant to this plea agreement.

(O) Defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive her, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if Defendant had survived, and that determination shall be binding upon Defendant's heirs, successors and assigns until the agreed forfeiture, is collected in full.

(6)

Nothing herein limits the sentencing discretion of the Court.

(7)

This agreement constitutes the entire agreement between Defendant and the United States, and no other promises or inducements have been made, directly or indirectly, by any agent of the United States, including any Trial Attorney, concerning any plea to be entered in this case. In addition, Defendant states that no person has, directly or indirectly, threatened or coerced Defendant to do or refrain from doing anything in connection with any aspect of this case, including entering a plea of guilty.

(8)

As an aid to this Court, the United States and Defendant, by and through Defendant's attorney, enter into the following Stipulation of Fact. This stipulation is entered into in good faith with all parties understanding that the stipulation is not binding on the Court. Under U.S. Sentencing Guidelines Policy Statement Section 6B1.4(d), this Court may accept this stipulation as written or in its discretion with the aid of the Presentence Investigative Report determine the facts relevant to sentencing.

Subject to the above paragraph, the United States and Defendant stipulate and agree that the United States could prove the following beyond a reasonable doubt:

From at least in or around March 2020 through in or around November 2022, TOLBERT, a resident of Cordele, Georgia, participated in a conspiracy to submit false and fraudulent Unemployment Insurance ("UI") claims to the Georgia Department of Labor ("GaDOL") in order to obtain UI benefits to which she and her co-conspirators were not entitled.

Between in or around 2020 and in or around 2021, TOLBERT and her co-conspirators registered multiple fictitious companies with GaDOL through its website, or "portal." Using stolen personally identifiable information ("PII"), as well as PII voluntarily provided by family members and other associates, these conspirators then submitted false and fraudulent UI claims in the names of purported claimants whom the conspirators misrepresented to be eligible out-of-work employees of those fictitious companies. The conspirators utilized these means of identification to submit materially false and fraudulent UI claims to GaDOL, which relied on the information included in the fraudulent claims to approve the payment of UI benefits. The fraudulent use of these means of identification caused GaDOL to issue debit cards bearing the means of identification of identity theft victims, among others, loaded with fraudulent proceeds. The conspirators caused these debit cards to be placed in a Post Office and authorized depository for

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mail, and sent and delivered by the Postal Service and any private or commercial interstate carrier, to locations in and around Cordele and Vienna, Georgia. The conspirators would thereafter use these debit cards in transactions in order to obtain the proceeds of the scheme.

TOLBERT knew that a successful UI benefits claim in the fictitious employer scheme could yield up to \$30,000, or more, per fraudulent claimant. The conspiracy caused thousands of fraudulent UI benefits claims to be filed with the GaDOL, resulting in at least \$30 million in stolen benefits from funds meant to help unemployed persons during the COVID-19 pandemic.

TOLBERT filed nine Unemployment Insurance and Pandemic Unemployment Assistance claims to five different State Workforce Agencies. The nine claims are identified below.

Claim Date (On or About)	State Workforce Agency (ST)	Claimant Name	Claimant E-Mail Address
August 31, 2020	AZ	S.C.	Raquel67@yahoo.com
August 31, 2020	AZ	Katherine Bray	Raquel67@yahoo.com
August 31, 2020	AZ	D.H.	Raquel67@yahoo.com
July 21, 2020	AZ	Shaquirria Tolbert	Raquel67@yahoo.com
August 31, 2020	AZ	H.T.	Raquel67@yahoo.com
January 2, 2021	CA	Shaquirria Tolbert	Raquel67@yahoo.com
October 17, 2020	GA	Shaquirria Tolbert	Raquel67@yahoo.com
July 25, 2020	MA	Shaquirria Tolbert	Raquel67@yahoo.com
October 4, 2020	RI	C.W.	Raquel67@yahoo.com

As part of the conspiracy, in or around 2021, TOLBERT conspired with Macovian Doston Noel Mason, Chastity Wellons, and Akeila Hunt. On or around January 19, 2021, Doston met with and created GA-DOL UI portals for TOLBERT, Mason, Wellons, and Hunt. For TOLBERT,

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Doston created portals called “Shaquirra S. Tolbert” and “Katherine E Bray” and registered those portals with the email address raquel67@yahoo.com. The Shaquirra S. Tolbert portal had approximately 83 claims filed and resulted in a loss of over \$200,000. For example, on July 29, 2021, Tolbert filed a UI claim in the name of T.B. under the fictitious employer Shaquirria Tolbert. Way2go debit card 5115582039060734 was mailed to Tolbert’s house. GA-DOL loaded \$12,045 onto the card. Claims submitted by TOLBERT resulted in approximately \$231,328 in losses.

(9)

ACCEPTANCE OF PLEA AGREEMENT

Defendant understands and has fully discussed with Defendant’s attorney that this agreement shall become effective only upon the Court’s acceptance of this agreement and the Court’s acceptance of the plea of guilty by Defendant.

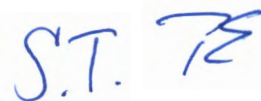
SO AGREED, this 25 day of March 2025.

GLENN S. LEON
CHIEF, FRAUD SECTION

BY:



Siji Moore
Lyndie Freeman
Trial Attorneys, Fraud Section




I, *Sha'Quirria Tolbert*, have read the agreement and had the agreement read to me by my attorney, *Peter Emmons*. I have discussed the agreement with my attorney, and I fully understand it and agree to its terms.



Sha'Quirria Tolbert
DEFENDANT

I, *Peter Emmons*, attorney for Defendant *Sha'Quirria Tolbert*, have explained the Indictment and the Government's evidence received through discovery and my investigation of the charge to Defendant. I believe Defendant understands the charge against Defendant and the evidence that would be presented against Defendant at a trial. I have read the agreement, have been given a copy of it for my file, and have explained it to Defendant. To the best of my knowledge and belief, Defendant understands the agreement.



Peter Emmons
ATTORNEY FOR DEFENDANT