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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

UNITED STATES OF AMERICA,)	No. 4:22-cr-00004-RRB-SAO
)	
Plaintiff,)	
)	PLEA AGREEMENT
vs.)	
)	
JARED WILKES the defendant,)	
a/k/a "JMFP Inc.,")	
"Chris_Taylor68,")	
"Jaredpost32,")	
"Haitian.cowboy,")	
)	
Defendant.)	

Unless the parties jointly inform the Court in writing of any additional agreements, this document in its entirety contains the terms of the plea agreement between the defendant and the United States. This agreement is limited to the District of Alaska; it does not bind other federal, state, or local prosecuting authorities.

I. SUMMARY OF AGREEMENT, FEDERAL RULE OF CRIMINAL PROCEDURE 11

A. Summary of Agreement

The defendant agrees to plead guilty to the following count(s) of the Indictment in this case: 1 - Conspiracy to Commit Bank Fraud and Wire Fraud, in violation of 18 U.S.C. § 1349; and 24 - Aggravated Identity Theft, in violation of 18 U.S.C. § 1028(A). The defendant admits to causing \$100,000 in losses, and the parties agree to recommend that the Court use that amount for Guidelines calculation purposes. For purposes of restitution, the parties agree that the defendant owes restitution for the amounts and victims covered in the factual statement, and that any banks or additional victims claiming additional restitution shall have 60 days to file any additional claims for restitution with the Court. The United States agrees not to prosecute the defendant further for any other offense related to the event(s) that resulted in the charge(s) contained in the Indictment. After the Court accepts the plea and imposes sentence the United States will dismiss the remaining counts as against the defendant.

The defendant will waive all rights to appeal the conviction(s) and sentence imposed under this agreement. The defendant will also waive all rights to collaterally attack the conviction(s) and sentence, except on the grounds of ineffective assistance of counsel or the voluntariness of the plea(s).

B. Federal Rule of Criminal Procedure 11

Unless the parties otherwise inform the Court in writing, Federal Rule of Criminal Procedure 11(c)(1)(A) and (B) will control this plea agreement. Thus, the defendant may

not withdraw from this agreement or the guilty plea(s) if the Court rejects the parties' sentencing recommendations at the sentencing hearing.

II. CHARGES, ELEMENTS, FACTUAL BASIS, STATUTORY PENALTIES AND OTHER MATTERS AFFECTING SENTENCE

A. Charges

- 1. The defendant agrees to plead guilty to the following count(s) of the Indictment:**

Count 1: Conspiracy to Commit Bank Fraud and Wire Fraud, a violation of 18 U.S.C. § 1349

Count 24: Aggravated Identity Theft, a violation of 18 U.S.C. § 1028(A)

B. Elements

The elements of the charge(s) in Count 1 to which the defendant is pleading guilty are as follows:

1. Beginning in or around 2017, and ending in or around January 2021, there was an agreement between two or more persons to commit at least one crime as charged in the indictment, namely, bank fraud (18 U.S.C. 1344(2)) and wire fraud (18 U.S.C. 1343);
2. defendant became a member of the conspiracy knowing of at least one of its objects and intending to help accomplish it; and
3. One of the members of the conspiracy performed at least one overt act on or after June 22, 2017, for the purpose of carrying out the conspiracy.

The elements of the charge(s) in Count 24 to which the defendant is pleading guilty are as follows:

1. The defendant knowingly used without legal authority a means of identification of another person;
 2. The defendant knew that the means of identification belonged to a real person; and
 3. The defendant did so during and in relation to conspiracy to commit bank fraud and wire fraud, as charged in Count 1 of the Indictment.
- The Government need not establish that the means of identification of another person was stolen.

C. Factual Basis

The defendant admits the truth of the allegations in Counts 1: and 24 of the Indictment and the truth of the following statement, and the parties stipulate that the Court may rely upon this statement to support the factual basis for the guilty plea(s) and for the imposition of the sentence:

Beginning no later than 2017, and continuing until in or around January 2021, the defendant, JARED POST, together with his co-defendant, Levi Skulstad, combined, conspired, and agreed with each other to commit certain offenses defined under Title 18, United States Code, Chapter 63, namely, Bank Fraud, in violation of 18 U.S.C. § 1344(2), and Wire Fraud, in violation of 18 U.S.C. § 1343.

The defendant admits that the conspiracy operated as follows:

The defendant and Skulstad and others would steal mail and checkbooks from victims' mailboxes, cars, or other locations in Fairbanks, Alaska, or elsewhere, and intercept mail from banks belonging to victims. The defendant and Skulstad would then use the stolen mail and checkbooks to collect victims' personally identifiable information ("PII"), bank account information, and would fraudulently alter the stolen checks.

The defendant and Skulstad would then contact acquaintances or other individuals (whom the defendant and Skulstad referred to as "Plays") over Instagram, Facebook or other social media platforms and convince the Plays to provide the defendant and Skulstad with their bank account numbers and online banking login information. The defendant or Skulstad would falsely represent that they would deposit a legitimate check into the Play's bank account and would share the deposited funds with the Play in exchange for use of their bank account.

The defendant and Skulstad targeted "Plays" whom they believed to be vulnerable to "scam[s]," including "homeless" people and "Natives."

The defendant and Skulstad would then access the Play's bank account and deposit and cause to be deposited into the Play's bank accounts checks obtained from victims that the defendant and Skulstad knew were stolen, counterfeit, or fraudulently obtained and altered.

The defendant and Skulstad would then transfer, withdraw, or cause to be withdrawn portions of the deposited checks from the Play's bank account (typically ranging from \$1,000 - \$5,000 USD) using an ATM, money service, or PayPal, prior to

the bank determining that the deposited check was fraudulent. Defendants referred to this practice as “popping checks.”

Once the bank determined that the check was fraudulent the deposit would be reversed, causing the Play’s bank account to be overdrawn by the amount of the fraudulent check and causing the bank, Play, or check victim to suffer losses in the amount of the withdrawal or transfers made by the defendant and Skulstad. The defendant and Skulstad would then split the proceeds amongst themselves.

The defendant and Skulstad would on occasion solicit “Plays” in-person and enlist them to cash fraudulent checks for the defendant and Skulstad inside a bank. On occasion the defendant and Skulstad would cash fraudulent checks themselves at the bank.

The defendant and Skulstad sought to conceal the illegal scheme, including by depositing fraudulent or stolen checks into third party bank accounts (the “Plays” accounts) in amounts below \$10,000 to avoid federal transaction reporting requirements.

Through the scheme, the defendant agrees he caused losses, or received gains, of more than \$95,000 from Alaska USA and other federally insured banking institutions.

The defendant admits that he knowingly committed the following overt acts in furtherance of the conspiracy to commit bank fraud and wire fraud, which he knowingly joined, and that he knowingly used without legal authority the identification of another real person during and in relation to the conspiracy to commit bank fraud and wire fraud:

R.H., S.P.

On or about August 14, 2017, the defendant deposited or caused to be deposited a fraudulent \$2,889 check drawn from a Citi Bank account, into an Alaska USA account in “Play” R.H.’s name. On or about August 15, 2017, he transferred a total of \$208.00 from Play R.H.’s Alaska USA bank account, into S.P.’s Alaska USA account. S.P. withdrew the \$208 and gave it to Skulstad, per Skulstad’s instructions.

G.A., G.P., and S.G.

On or about May 6, 2019, the defendant deposited or caused to be deposited a fraudulent \$650 check drawn from Wells Fargo bank account ending in -2651 in victim G.P.’s name, into U.S. Bank account ending in -6702 in “Play” S.G.’s name. That same day he also deposited a fraudulent \$802 check drawn from Wells Fargo bank account ending in -2651 in victim G.P.’s name, into U.S. Bank account ending in -6702 in “Play” S.G.’s name.

On or about May 7, 2019, the defendant deposited or caused to be deposited a fraudulent \$1,343 check drawn from Wells Fargo bank account ending in -5794 in victim G.A.’s name, into U.S. Bank account ending in -6702 in “Play” S.G.’s name. The same day he withdrew or caused to be transferred to him three (3) separate online transfers from U.S. Bank account ending in -6702 for a total of \$520 to Venmo account @jaredpost32 as well as a Western Union transfer for several hundred dollars to “Jared Wilkes Post Anchorage Alaska,” resulting in a negative balance of \$1,524.30 in that account.

D.P. and J.B.

On or about October 30, 2019, Skulstad and the defendant exchanged messages over Instagram regarding the scheme, with Skulstad instructing the defendant to send him \$1,000 for “Fraud shit.” Skulstad then proceeded to mock the victims of their fraud scheme, writing “[y]ou wanna be scammed?? Find out on the next episode of I got your log in.”

On or about December 24, 2019, the defendant and Skulstad continued to exchange messages about the scheme, with Skulstad exclaiming “social media be popping I post one thing and get 6-7 [bank] accounts in a day lol,” referring to the bank account information obtained from “Plays.” Skulstad then explained that he’s been “running my account off the same checks since last time we talked and I’ve made over 13k,” referring to the proceeds obtained from depositing the stolen or fraudulent checks into the “Plays” bank accounts.

On or about December 25, 2019, the defendant requested that Skulstad deposit two fraudulent checks into his “Plays” bank accounts. Skulstad agreed, writing “I’ll do your accounts but I know your running off but it’s cool I literally been eating off the same checks the man has been out of town and I guess hasn’t canceled them lmfaoo. They keep getting approved the denalis.” The defendant replied “I’m not running off bro I just want my cut. And you do owe me.” the defendant then sent Skulstad the names and Alaska USA bank account login information for “Plays,” D.P. and J.B., whom the defendant described as “[k]ids on my facebook.” the defendant instructed Skulstad to “just do a regular mobile deposit,” and Skulstad replied “I already deposited into hers man [it] pops

on the 26th smh.” The defendant then stated that he has the debit card for D.P.’s account, explaining that “he’s a native kid from the village. He mailed it to me.”

On or about December 26, 2019, Skulstad messaged the defendant “Ima do the accounts... ima do the kid from tok[‘]s account [referring to D.P.] send me \$700 off the play at least ima do [\$]4,800,” by which Skulstad meant that he planned to deposit a \$4,800 fraudulent check into D.P.’s Alaska USA account, and the defendant would transfer \$700 to Skulstad from that deposit. The defendant agreed, replying “Okay I got you. And after we eat off that kids then [J.B.]?” Skulstad replied “yeah,” and the defendant followed up, explaining that “her [J.B.’s] account is in good standing. Had it for like 3 years she said.”

M.Y., and C.M.

On or about August 12, 2020, the defendant deposited or caused to be deposited a fraudulent \$3,882.00 check drawn from Mt. McKinley Bank account ending in –4160 in victim M.Y.’s name, into Alaska USA account ending in -1998 in “Play” C.M.’s name.

On or about August 13, 2020, the defendant deposited or caused to be deposited a fraudulent \$4,683.00 check drawn from Mt. McKinley Bank account ending in –4160 in victim M.Y.’s name, into Alaska USA account ending in -1998 in “Play” C.M.’s name.

On or about August 14, 2020, the defendant deposited or caused to be deposited a fraudulent \$1,100 check drawn from Mt. McKinley Bank account ending in –4160 in victim M.Y.’s name, into Alaska USA account ending in -1998 in “Play” C.M.’s name.

J.H., B.H., J.D., and B.S.

On or about September 3, 2020, the defendant deposited or caused to be deposited a fraudulent \$4,625 check drawn from MAC Federal Credit Union account ending in -3161 in victim J.H.'s name, into Alaska USA account ending in -3574 in "Play" B.S.'s name.

On or about September 10, 2020, the defendant deposited or caused to be deposited a fraudulent \$4,253.71 check drawn from Wells Fargo account ending in -0373 in victim B.H.'s name, into Alaska USA account ending in -3574 in "Play" B.S.'s name.

On or about September 24, 2020, the defendant deposited or caused to be deposited a fraudulent \$4,588 check drawn from Mt. McKinley Bank account ending in -9106 in victim J.D.'s name, into Alaska USA account ending in -3574 in "Play" B.S.'s name. On or about September 25, 2020, B.S. messaged the defendant over Instagram and asked "[w]ho deposited the money?" the defendant replied "I did. Out of that \$4,500 I want \$2,500. 705 Muldoon address. Don't fuck around with peoples bread. I'm not threatening you in any way."

On or about September 27, 2020, Post messaged B.S. to "send my cut [\$2,500] through Walmart Moneygram or Fred Meyer Western Union."

Roofing LLC, G.W., and M.G.

In or around October 2020, the defendant obtained Play M.G.'s bank account login information over Snapchat and Instagram by falsely claiming that he would help M.G. by depositing checks into her bank account and splitting the proceeds with her. the defendant stated that "I'm gonna do it [make the deposit] for prolyl \$9,800... I like to

keep it below 10K tbh,” referring to the defendant’s efforts to keep deposits below \$10,000 to avoid federal transaction reporting requirements.

On or about October 12, 2020, the defendant deposited or caused to be deposited a fraudulent \$5,000 check drawn from Mt. McKinley Bank account ending in -3049 in victim G.W.’s name, into Alaska USA account ending in -2596 in “Play” M.G.’s name.

On or about October 14, 2020, the defendant deposited or caused to be deposited a fraudulent \$4,934 check drawn from Alaska USA bank account ending in -1225 in victim Roofing, LLC’s name, into Alaska USA account ending in -2596 in “Play” M.G.’s name.

On or about October 26, 2020, unindicted co-conspirator L.P. and the defendant cashed or attempted to cash fraudulent checks at Mt. McKinley Bank in Fairbanks, Alaska, for \$1,200 and \$750, which were drawn from Mt. McKinley Bank account ending in –3051 in the name of victim J.W. When contacted by law enforcement about the incident, the defendant falsely claimed that J.W. had written him the checks for shoveling snow.

On or about December 15 and 16, 2020, the defendant and Skulstad continued to discuss the scheme, including the importance of keeping the total amount of fraudulent deposits into a single bank account below \$10,000 to avoid federal transaction reporting requirements. Skulstad explained, “anything close to 10k [is] automatically looked at some how lol.... anything 10k gets looked at by the IRS lol.” The defendant responded, “your right bro,” and later clarified that he’s “not trying to compete” with Skulstad because “we’re doing this together....”

L.J., J.C., Z.M., B.T., and F.O.

On or about December 29, 2020, the defendant deposited or caused to be deposited a fraudulent \$4,872 check drawn from Santander Bank, N.A. account ending in -3106 in victim I.J.'s name, into Key Bank account ending in -8849 in "Play" F.O.'s name.

On or about December 29, 2020, the defendant deposited or caused to be deposited a fraudulent \$2,500 check drawn from BMO Harris Bank (f/k/a M&I Marshall & Ilsley Bank) account ending in -7753 in victim J.C.'s name, into Key Bank account ending in -8849 in "Play" F.O.'s name.

On or about January 3, 2021, the defendant obtained B.T.'s bank account login information for Alaska USA account ending in -0034 and B.T.'s other Personally Identifiable Information from "Play" F.O., and sent it to Skulstad via Facebook messenger.

On or about January 5, 2021, the defendant sent a Facebook message to Skulstad with "Play" F.O.'s bank account login information, password and other Personally Identifiable Information. Skulstad then used B.T.'s Personally Identifiable Information to log into Alaska USA account ending in -0034. He then deposited or caused to be deposited a fraudulent \$2,750 check drawn from Mt. McKinley Bank account ending in -1588 in victim T. LLC's name—a business owned by victim Z.M.—into Alaska USA account ending in -0034 in "Play" B.T.'s name. Later that day he deposited or caused to be deposited another fraudulent \$2,000 check drawn from Mt. McKinley Bank account ending in -1588 in victim T. LLC's name—a business owned by victim Z.M.—into Alaska USA account ending in -0034 in "Play" B.T.'s name.

On or about January 5, 2021, Skulstad and unindicted co-conspirator T.K. attempted to cash a fraudulent \$1,200 check drawn from Mt. McKinley Bank account ending in -1588 in victim Tiorp LLC's name—a business owned by victim Z.M.—at Mt. McKinley Bank in Fairbanks, Alaska. The check was signed by “Levi S.”

On or about January 8, 2021, the defendant caused \$514.80 to be transferred from “Play” B.T.'s Alaska USA account ending in -0034, via PayPal to Skulstad.

D. Statutory Penalties and Other Matters Affecting Sentence

1. Statutory Penalties

The maximum statutory penalties applicable to the charges to which the defendant is pleading guilty, based on the facts to which the defendant will admit in support of the guilty plea(s), are as follows:

Count 1: 18 U.S.C. § 1349 (Conspiracy to Commit Bank Fraud and Wire Fraud)

- 1) 30 years' imprisonment;
- 2) \$1,000,000 fine;
- 3) 5 years' supervised release; and
- 4) \$100 special assessment.

Count 24: 18 U.S.C. § 1028(A) (Aggravated Identity Theft)

- 1) 2 years' mandatory minimum imprisonment consecutive to any sentence imposed on other crimes;
- 2) a \$250,000 fine;
- 3) a \$100 special assessment; and

4) three years of supervised release.

2. Other Matters Affecting Sentence

a. Conditions Affecting the Defendant's Sentence

The following conditions may also apply and affect the defendant's sentence: 1) pursuant to Comment 7 of United States Sentencing Guidelines (U.S.S.G). § 5E1.2, the Court may impose an additional fine to pay the costs to the government of any imprisonment and supervised release term; 2) pursuant to 18 U.S.C. § 3612(f), unless otherwise ordered, if the Court imposes a fine of more than \$2,500, interest will be charged on the balance not paid within 15 days after the judgment date; 3) upon violating any condition of supervised release, a further term of imprisonment equal to the period of the supervised release may be imposed, with no credit for the time already spent on supervised release; 4) the Court may order the defendant to pay restitution pursuant to the 18 U.S.C. § 3663 and U.S.S.G. § 5E1.1, and if 18 U.S.C. § 3663A (mandatory restitution for certain crimes) applies, the Court shall order the defendant to pay restitution.

b. Payment of Special Assessment

The defendant agrees to pay the entire special assessment in this case on the day the Court imposes the sentence. All payments will be by check or money order, and are to be delivered to the Clerk of Court, United States District Court, 222 W. 7th Ave. Box 4, Rm. 229, Anchorage, AK 99513-7564.

c. Consequences of Felony Conviction

Any person convicted of a federal felony offense may lose or be denied federal benefits including any grants, loans, licenses, food stamps, welfare or other forms of public assistance, as well as the right to own or possess any firearms, the right to vote, the right to hold public office, and the right to sit on a jury. If applicable, any defendant who is not a United States citizen may be subject to deportation from the United States following conviction for a criminal offense, be denied citizenship, and not permitted to return to the United States unless the defendant specifically receives the prior approval of the United States Attorney General. In some circumstances, upon conviction for a criminal offense, any defendant who is a naturalized United States citizen may suffer adverse immigration consequences, including but not limited to possible denaturalization.

E. Restitution

The defendant agrees that the Court will order restitution to the following victim(s), to be determined at sentencing, but not less than approximately \$100,000.00, with joint and several liability with co-defendant(s) who may be convicted of the offenses alleged in counts 1; and 24 of the Indictment. The defendant acknowledges that the following amount encompasses relevant conduct beyond the count(s) of conviction:

For purposes of restitution, the parties agree that the defendant owes restitution for the amounts and victims covered in the factual statement, and that any banks or additional victims claiming additional restitution shall have 60 days to file any additional claims for restitution with the Court.

III. ADVISORY UNITED STATES SENTENCING GUIDELINES, GUIDELINE APPLICATION AGREEMENTS, SENTENCING RECOMMENDATIONS

A. Advisory United States Sentencing Guidelines

The Court must consult the advisory United States Sentencing Guidelines (U.S.S.G.) as well as the factors set forth in 18 U.S.C. § 3553(a) when considering the sentence to impose. The U.S.S.G. do not establish the statutory maximum or minimum sentence applicable to the offense(s) to which the defendant is pleading guilty. The U.S.S.G. are not mandatory and the Court is not bound to impose a sentence recommended by the U.S.S.G.

B. Guideline Application Agreements

The parties have no agreements on any guideline applications unless set forth below in this section.

1. Acceptance of Responsibility

If the United States concludes that the defendant has satisfied the criteria set out in U.S.S.G. § 3E1.1 and the applicable application notes, the United States agrees to recommend the defendant for a two level downward adjustment for acceptance of responsibility and, if U.S.S.G. § 3E1.1(b) applies, to move for the additional one level adjustment for acceptance of responsibility. If, at any time prior to imposition of the sentence, the United States concludes that the defendant has failed to fully satisfy the criteria set out in U.S.S.G. § 3E1.1, or has acted in a manner inconsistent with acceptance of responsibility, the United States will not make or, if already made, will withdraw this recommendation and motion.

2. Additional U.S.S.G. Agreements

The defendant admits to causing losses or obtaining gains of at least \$95,000, and the parties agree to recommend that the Court use that amount for Guidelines calculation purposes.

The parties agree to make the following additional recommendations under the U.S. Sentencing Guidelines:

- Base Offense Level: 2B1.17
- 2B1.1(b)(1)(E) (over 95,000 loss).....+8
- 2B1.1(b)(2)(A) (Involved 10 or more victims).....+2
- 2B1.1(b)(10) (sophisticated means)+2
- 2B1.1(b)(11) (offense involved possession of access device).....+2
- 3B1.1(a) (Leader/organizer).....+4

C. Sentencing Recommendations

The United States Probation Office (U.S.P.O) will prepare the defendant's pre-sentence report in which it will include a recommended calculation of the defendant's sentence range under the U.S.S.G. Both the United States and the defendant will have the opportunity to argue in support of or in opposition to the guideline sentence range calculation the U.S.P.O. recommends, as well as present evidence in support of their respective sentencing arguments.

The parties are free to recommend to the Court their respective positions on the appropriate sentence to be imposed in this case based on the stipulated facts set forth in Section II.C, any additional facts established at the imposition of sentence hearing, the

applicable statutory penalty sections, the advisory U.S.S.G., and the sentencing factors set forth in 18 U.S.C. § 3553.

IV. ADDITIONAL AGREEMENTS BY UNITED STATES

In exchange for the defendant's guilty plea(s) and the Court's acceptance of the defendant's plea(s) and the terms of this agreement, the United States agrees that it will not prosecute the defendant further for any other offense – now known – arising out of the subject of the investigation related to the charges brought in the Indictment in this case and the defendant's admissions set forth in Section II.C.

Provided, however, if the defendant's guilty plea(s) or sentence is/are rejected, withdrawn, vacated, reversed, set aside, or modified, at any time, in any proceeding, for any reason, the United States will be free to prosecute the defendant on all charges arising out of the investigation of this case including any charges dismissed pursuant to the terms of this agreement, which charges will be automatically reinstated as well as for perjury and false statements. The defendant hereby agrees that he/she waives any defense that the statute of limitations bars the prosecution of such a reinstated charge.

V. WAIVER OF TRIAL RIGHTS, APPELLATE RIGHTS, COLLATERAL ATTACK RIGHTS, CLAIM FOR ATTORNEY FEES AND COSTS, AND RULE 410

A. Trial Rights

Being aware of the following, the defendant waives these trial rights:

- If pleading to an Information, the right to have the charges presented to the grand jury prior to entering the guilty plea;

- The right to a speedy and public trial by jury on the factual issues establishing guilt or any fact affecting the mandatory minimum and statutory penalties, and any issue affecting any interest in any assets subject to forfeiture;
- The right to object to the composition of the grand or trial jury;
- The right to plead not guilty or to persist in that plea if it has already been made;
- The right to be presumed innocent and not to suffer any criminal penalty unless and until the defendant’s guilt is established beyond a reasonable doubt;
- The right to be represented by counsel at trial and if necessary to have a counsel appointed at public expense to represent the defendant at trial – the defendant is not waiving the right to have counsel continue to represent the defendant during the sentencing phase of this case;
- The right to confront and cross examine witnesses against the defendant, and the right to subpoena witnesses to appear in the defendant’s behalf;
- The right to remain silent at trial, with such silence not to be used against the defendant, and the right to testify in the defendant’s own behalf; and
- The right to contest the validity of any searches conducted on the defendant’s property or person.

B. Appellate Rights

The defendant waives the right to appeal the conviction(s) resulting from the entry of guilty plea(s) to the charges set forth in this agreement. The defendant further agrees that if the Court imposes a sentence that does not exceed the statutory maximum penalties – as set forth in Section II.D above in this agreement, the defendant waives without exception the right to appeal on all grounds contained in 18 U.S.C. § 3742 the sentence the Court imposes. The defendant understands that this waiver includes, but is not limited to, forfeiture (if applicable), terms or conditions of probation (if applicable) or supervised release, any fines or restitution, and any and all constitutional (or legal) challenges to defendant's conviction(s) and guilty plea[s], including arguments that the statute(s) to which defendant is pleading guilty (is/are) unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea[s] of guilty.

Should the defendant file a notice of appeal in violation of this agreement, it will constitute a material breach of the agreement. The government is free to reinstate any dismissed charges, and withdraw any motions for downward departures, or sentences below the mandatory minimum made pursuant to 18 U.S.C. § 3553(e).

C. Collateral Attack Rights

The defendant agrees to waive all rights to collaterally attack the resulting conviction(s) and/or sentence – including forfeiture (if applicable) or terms or conditions of probation (if applicable) or supervised release, and any fines or restitution – the Court imposes. The only exceptions to this collateral attack waiver are as follows: 1) any

challenge to the conviction or sentence alleging ineffective assistance of counsel – based on information not now known to the defendant and which, in the exercise of reasonable diligence, could not be known by the defendant at the time the Court imposes sentence; and 2) a challenge to the voluntariness of the defendant’s guilty plea(s).

D. Claim for Attorney Fees and Costs

Because this is a negotiated resolution of the case, the parties waive any claim for the award of attorney fees and costs from the other party.

E. Evidence Rule 410 and Fed. R. Crim. P. 11(f)

By signing this agreement, the defendant admits the truth of the facts in the Factual Basis portion of this agreement set forth in Section II.C. The defendant agrees that the statements made by him in signing this agreement shall be deemed usable and admissible against the defendant as stipulations in any hearing, trial or sentencing that may follow. The foregoing provision acts as a modification, and express waiver, of Federal Rule of Evidence 410 and Fed. R. Crim. P. 11(f), and is effective upon the defendant’s in-court admission to the factual basis supporting the plea(s). This provision applies regardless of whether the court accepts this plea agreement.

F. Potential Plea before Magistrate Judge

The defendant has the right to enter a plea before a United States District Court Judge. The defendant, defense counsel, and the attorney for the Government consent to have the defendant’s plea(s) taken by a United States Magistrate Judge pursuant to Fed. R. Cr. P. 11 and 59. The parties understand that if the Magistrate Judge recommends that the plea(s) of guilty be accepted, a pre-sentence investigation report will be ordered

pursuant to Fed. R. Crim. P. 32. The parties agree to file objections to the Magistrate Judge's Report and Recommendation within seven calendar days, thereby shortening the time for objections set forth in Fed. R. Crim. P. 59. The District Court Judge will decide whether to accept this plea agreement at the time it imposes sentence in the case. The defendant agrees that if the defendant is pleading guilty to an offense described in 18 U.S.C. §. 3142(f)(1)(A), (B), or (C) (involving a crime of violence, a crime punishable by a maximum sentence of life or death, or a Title 21 controlled substance offense for which the maximum sentence is ten years or more), that the defendant will remand into custody on the day that he/she agrees in court to the factual basis supporting the plea. The defendant further agrees not to seek release at any time between the date of the guilty plea before the Magistrate Judge and the date of imposition of sentence before the District Court Judge.

VI. ADEQUACY OF THE AGREEMENT

Pursuant to Local Criminal Rule 11.2(d)(7) and (8), this plea agreement is appropriate in that it conforms with the sentencing goals that would otherwise be applicable to the defendant's case if the defendant had gone to trial and had been convicted on all counts in the charging instrument.

VII. THE DEFENDANT'S ACCEPTANCE OF THE TERMS OF THIS PLEA AGREEMENT

I, Jared Wilkes Post, the defendant, affirm this document contains all of the agreements made between me – with the assistance of my attorney -- and the United States regarding my plea(s). There are no other promises, assurances, or agreements the

United States has made or entered into with me that have affected my decision to enter any plea of guilty or to enter into this agreement. If there are any additional promises, assurances, or agreements, United States and I will jointly inform the Court in writing before I enter my guilty plea(s).

I understand that no one, including my attorney, can guarantee the outcome of my case or what sentence the Court may impose if I plead guilty. If anyone, including my attorney, has done or said anything other than what is contained in this agreement, I will inform the Court when I stand before it to enter my plea.

I enter into this agreement understanding and agreeing that the conditions set forth herein are obligatory and material to this agreement and that any failure on my part to fulfill these obligations will constitute a material breach of this agreement. If I breach this agreement, I agree the United States, in its sole discretion, may withdraw from this agreement and may reinstate prosecution against me on any charges arising out of the investigation in this matter. If my compliance with the terms of this plea agreement becomes an issue, at an appropriate hearing, during which I agree any of my disclosures will be admissible, the Court will determine whether or not I have violated the terms of this agreement. I understand the government's burden to prove a breach will be by a preponderance of the evidence.

I understand the Court will ask me under an oath to answer questions about the offense(s) to which I am pleading guilty and my understanding of this plea agreement. I understand that I may be prosecuted if I make false statements or give false answers and may suffer other consequences set forth in this agreement.

I have read this plea agreement carefully and understand it thoroughly. I know of no reason why the Court should find me incompetent to enter into this agreement or to enter my plea(s). I enter into this agreement knowingly and voluntarily. I understand that anything that I discuss with my attorney is privileged and confidential, and cannot be revealed without my permission. Knowing this, I agree that this document will be filed with the Court.

I am fully satisfied with the representation given me by my attorney and am prepared to repeat this statement at the time I stand before the Court and enter my guilty plea(s). My attorney and I have discussed all possible defenses to the charge(s) to which I am pleading guilty. My attorney has investigated my case and followed up on any information and issues I have raised to my satisfaction. My attorney has taken the time to fully explain the legal and factual issues involved in my case to my satisfaction. We have discussed the statute(s) applicable to my offense and sentence as well as the possible effect the U.S.S.G. may have on my sentence.

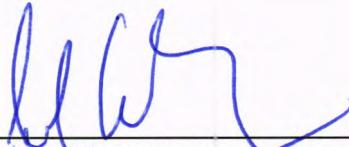
Based on my complete understanding of this plea agreement, I therefore admit that I am guilty of 1 - Conspiracy to Commit Bank Fraud and Wire Fraud, in violation of 18 U.S.C. § 1349; and 24 - Aggravated Identity Theft, in violation of 18 U.S.C. § 1028(A) of the Indictment.

DATED: 9/1/22

Jared Post
JARED WILKES
Defendant

As counsel for the defendant, I have conveyed all formal plea offers. I have discussed the terms of this plea agreement with the defendant, have fully explained the charge(s) to which the defendant is pleading guilty, the necessary elements thereto, all possible defenses, and the consequences of a guilty plea to a felony. Based on these discussions, I have no reason to doubt that the defendant is knowingly and voluntarily entering into this agreement and entering a plea of guilty. I know of no reason to question the defendant's competence to make these decisions. If, prior to the imposition of sentence, I become aware of any reason to question the defendant's competency to enter into this plea agreement or to enter a plea of guilty, I will immediately inform the court.

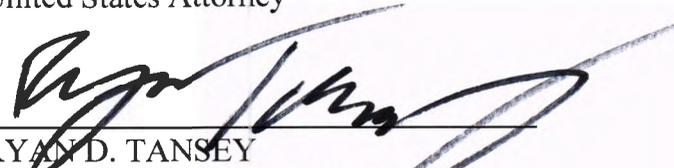
DATED: 9/1/22



GARY COLBATH
Attorney for Jared Wilkes Post

On behalf of the United States, the following accepts the defendant's offer to plead guilty under the terms of this plea agreement.

DATED: 9/1/22

S. LANE TUCKER
United States Attorney


RYAN D. TANSEY
Assistant United States Attorney