

FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

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SPOKANE, WASHINGTON

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Case No.: 2:26-CR-0021-RLP-1

Plaintiff,

Plea Agreement

v.

TASHA HOGGATT,

Defendant.

Plaintiff United States of America, by and through Jeremy J. Kelley, Assistant United States Attorney for the Eastern District of Washington, and Defendant Tasha Hoggatt ("Defendant"), both individually and by and through Defendant's counsel, Deputy Federal Defender Amy Rubin, agree to the following Plea Agreement.

1. Waiver of Indictment

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

1 2. Guilty Plea and Maximum Statutory Penalties

2 Defendant agrees to enter a plea of guilty to an Information charging
3 Defendant with Theft Concerning Programs Receiving Federal Funds, in violation
4 of 18 U.S.C. § 666(a)(1), a Class C felony.

5 Defendant understands that the following potential penalties apply:

- 6 a. a term of imprisonment of up to 10 years;
7 b. a term of supervised release of up to 3 years;
8 c. a fine of up to \$250,000;
9 d. restitution; and
10 e. a \$100 special penalty assessment.

11 3. Supervised Release

12 Defendant understands that if Defendant violates any condition of
13 Defendant's supervised release, the Court may revoke Defendant's term of
14 supervised release, and require Defendant to serve in prison all or part of the term of
15 supervised release authorized by statute for the offense that resulted in such term of
16 supervised release without credit for time previously served on postrelease
17 supervision, up to the following terms:

- 18 a. 5 years in prison if the offense that resulted in the term of
19 Supervised Release is a class A felony,
20 b. 3 years in prison if the offense that resulted in the term of
21 Supervised Release is a class B felony, and/or
22 c. 2 years in prison if the offense that resulted in the term of
23 Supervised Release is a class C felony.

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

1 4. Probation

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

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

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

19 Defendant understands the following:

- 20 a. sentencing is a matter solely within the discretion of the Court;
21 b. the Court is under no obligation to accept any recommendations
22 made by the United States or Defendant;
23 c. the Court will obtain an independent report and sentencing
24 recommendation from the United States Probation Office;
25 d. the Court may exercise its discretion to impose any sentence it
26 deems appropriate, up to the statutory maximum penalties;
- 27
28

- e. the Court is required to consider the applicable range set forth in the United States Sentencing Guidelines, but may depart upward or downward under certain circumstances; and
- f. the Court may reject recommendations made by the United States or Defendant, and that will not be a basis for Defendant to withdraw from this Plea Agreement or Defendant's guilty plea.

6. Potential Immigration Consequences of Guilty Plea

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

- a. pleading guilty in this case may have immigration consequences;
- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

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

7. Waiver of Constitutional Rights

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

- a. the right to a jury trial;
- b. the right to see, hear and question the witnesses;
- c. the right to remain silent at trial;

1 d. the right to testify at trial; and

2 e. the right to compel witnesses to testify.

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

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

11 8. Admissibility of Facts and Prior Statements

12 By signing this Plea Agreement, Defendant admits the truth of the facts set
13 forth in the Factual Basis section of this Plea Agreement and agrees that these facts,
14 along with any written or oral statements Defendant makes in court, shall be deemed
15 usable and admissible against Defendant in any subsequent legal proceeding,
16 including criminal trials and/or sentencing hearings, under Federal Rule of Evidence
17 801(d)(2)(A).

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

23 9. Elements of the Offense

24 The United States and Defendant agree that in order to convict Defendant of
25 Theft Concerning Programs Receiving Federal Funds, in violation of 18 U.S.C.
26 § 666(a)(1), the United States would have to prove the following beyond a
27 reasonable doubt.

- 1 a. *First*, between October 1, 2021, and October 31, 2022 and
2 between May 16, 2024, and September 19, 2024, Defendant was
3 an employee of the Washington State Employment Security
4 Department (ESD);
- 5 b. *Second*, in a one-year period, ESD received federal benefits in
6 excess of \$10,000 involving a grant, contract, subsidy, loan,
7 guarantee, insurance, or other form of Federal assistance;
- 8 c. *Third*, Defendant stole, embezzled, obtained by fraud, knowingly
9 converted, or intentionally misapplied property;
- 10 d. *Fourth*, the property stolen, embezzled, obtained by fraud,
11 knowingly converted, or intentionally misapplied was in the
12 care, custody, or control of ESD; and
- 13 e. *Fifth*, the value of the property stolen, embezzled, obtained by
14 fraud, knowingly converted, or intentionally misapplied was at
15 least \$5,000.

16 10. Factual Basis and Statement of Facts

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

21 The United States and Defendant agree that this statement of facts does not
22 preclude either party from presenting and arguing, for sentencing purposes,
23 additional facts that are relevant to the Sentencing Guidelines computation or
24 sentencing.

25 The Employment Security Department ("ESD") is an agency of the State of
26 Washington that provided unemployment insurance ("UI") and Paid Family Medical
27 Leave ("PFML") benefits to Washington residents. ESD receives annual benefits in
28 excess of \$10,000 from Federal programs involving grants, contracts, loans,

1 guarantees, insurance, and other forms of federal assistance, including United States
2 Department of Labor grants for workforce development.

3 Between October 1, 2021, and October 31, 2022, Defendant TASHA
4 HOGGATT was employed by ESD as a Human Resource Consultant. Between
5 December 13, 2022, and May 3, 2023, Defendant TASHA HOGGATT was
6 employed by United Healthcare Services and then Prime Health Management Inc.
7 Between May 16, 2024, and September 19, 2024, Defendant TASHA HOGGATT
8 was employed by ESD as a Benefits Specialist.

9 On or about May 31, 2022, while employed with ESD, Defendant TASHA
10 HOGGATT submitted a PFML application in her own name for benefits under the
11 Washington State PFML program. In support of the application, Defendant TASHA
12 HOGGATT provided a Certification of Serious Health Condition falsely and
13 fraudulently purporting to be signed by a podiatrist, S.N., and setting out a claim that
14 Defendant TASHA HOGGATT had underwent an emergency medical procedure on
15 her foot necessitating bed rest for six weeks. In fact, Defendant TASHA HOGGATT
16 had never been a patient of S.N. and Defendant TASHA HOGGATT had forged the
17 S.N.'s signature. Based upon the false and fraudulent May 31, 2022, PFML
18 application, ESD paid Defendant TASHA HOGGATT \$5,682.

19 On or about September 21, 2022, while employed with ESD, Defendant
20 TASHA HOGGATT submitted a second PFML application in her own name for
21 benefits under the Washington State PFML program. In support of the application,
22 Defendant TASHA HOGGATT provided a Certification of Serious Health
23 Condition and a letter on UW Medicine letterhead, both of which falsely and
24 fraudulently purported to be signed by a podiatrist, C.F., and set out a claim that
25 Defendant TASHA HOGGATT had a recurring foot injury that that required bed
26 rest for a minimum of two months and that Defendant TASHA HOGGATT would
27 need to be eased back to work. In fact, Defendant TASHA HOGGATT had never
28 been a patient of C.F. and Defendant TASHA HOGGATT had forged the C.F.'s

1 signature. Based upon the false and fraudulent September 21, 2022, PFML
2 application, ESD paid Defendant TASHA HOGGATT \$6,629.

3 On or about October 31, 2022, Defendant TASHA HOGGATT submitted an
4 Unemployment Insurance claim to ESD in her own name for benefits under the
5 Washington State UI program. Defendant TASHA HOGGATT sought UI benefits
6 after being laid off by the ESD. Between December 13, 2022, and May 3, 2023,
7 ESD paid Defendant TASHA HOGGATT \$15,178 in UI benefits. Each week during
8 this period, Defendant TASHA HOGGATT falsely and fraudulently certified that
9 she had not worked for another company that week. In fact, Defendant TASHA
10 HOGGATT was employed by United Healthcare Services and then Prime Health
11 Management Inc. during this period and was not eligible for the UI benefits.

12 On or about September 10, 2024, while employed with ESD, Defendant
13 TASHA HOGGATT submitted a PFML application in the name of P.A. for benefits
14 under the Washington State PFML program. In support of the application,
15 Defendant TASHA HOGGATT provided a Certification of Birth falsely and
16 fraudulently purporting to be signed by V.H., a medical doctor at Swedish Hospital
17 in Seattle, Washington, and attesting to the birth of a child on June 27, 2024. In fact,
18 P.A. was never a patient of V.H., Swedish Hospital has no record of P.A. giving
19 birth to a child on June 27, 2024, and Defendant TASHA HOGGATT had forged
20 the signature of V.H. Based upon the false and fraudulent September 10, 2024,
21 PFML application, ESD paid Defendant TASHA HOGGATT \$16,634 via a Navy
22 Federal Credit Union bank account ending in -9438 in Defendant TASHA
23 HOGGATT's name.

24 On or about September 10, 2024, while employed with ESD, Defendant
25 TASHA HOGGATT submitted a PFML application in the name of V.R. for benefits
26 under the Washington State PFML program. In support of the application,
27 Defendant TASHA HOGGATT provided a Certification of Serious Health
28 Condition falsely and fraudulently purporting to be signed by M.J., a medical doctor

1 in University Place, Washington, and claiming that V.R. needed post-orthopedic
2 surgery care from August 9, 2024, to October 11, 2024. In fact, V.R. was not a
3 patient of M.J., and Defendant TASHA HOGGATT had forged the signature of M.J.
4 Based upon the false and fraudulent September 10, 2024, PFML application, ESD
5 paid Defendant TASHA HOGGATT \$7,280 through a debit card mailed to a P.O.
6 Box in Defendant TASHA HOGGATT's name.

7 In total, false and fraudulent PFML and UI applications submitted by
8 Defendant TASHA HOGGATT resulted in payments of \$51,403 from ESD to
9 Defendant TASHA HOGGATT.

10 11. The United States' Agreements

11 The United States Attorney's Office for the Eastern District of Washington
12 agrees not to bring additional charges against Defendant based on information in its
13 possession at the time of this Plea Agreement that arise from conduct that is either
14 charged in the Indictment or identified in discovery produced in this case, unless
15 Defendant breaches this Plea Agreement before sentencing.

16 12. United States Sentencing Guidelines Calculations

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

21 a. Base Offense Level

22 The United States and the Defendant agree that the base offense level for Theft
23 Concerning Programs Receiving Federal Funds is 6. U.S.S.G. § 2B1.1(a)(2).

24 b. Special Offense Characteristics

25 The United States and the Defendant agree that Defendant's base offense level
26 is increased by 6 levels because Defendant caused a loss of more than \$40,000, but
27 less than \$95,000. U.S.S.G. § 2B1.1(b)(1)(D).

1 The United States and the Defendant agree that Defendant's base offense level
2 is increased by 2 levels because Defendant abused a position of public or private
3 trust in a manner that significantly facilitated the commission or concealment of the
4 offense. U.S.S.G. § 3B1.3.

5 c. Acceptance of Responsibility

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

- 9 i. accepts this Plea Agreement;
- 10 ii. enters a guilty plea at the first Court hearing that takes
11 place after the United States offers this Plea Agreement;
- 12 iii. demonstrates recognition and affirmative acceptance of
13 Defendant's personal responsibility for Defendant's
14 criminal conduct;
- 15 iv. provides complete and accurate information during the
16 sentencing process; and
- 17 v. does not commit any obstructive conduct.

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

23 d. Agreements Regarding Representations to the Court

24 The United States has a duty of candor to the tribunal. If the United States
25 and Defendant do not agree on the appropriate length of incarceration, the
26 appropriate length or applicable terms of supervised release, and/or the correct
27 guidelines calculations, variances, departures, and/or enhancements, the United
28 States reserves the right to respond to any and all arguments made by Defendant, on

1 any bases the United States deems appropriate, at all stages of this criminal case.

2 Defendant may make any arguments it deems appropriate, at all stages of this
3 criminal case.

4 With regard to all briefing, submissions, and hearings in this criminal case,
5 the United States and Defendant agree to the following provisions:

- 6 i. The United States and Defendant may each respond to any
7 questions from the Court or United States Probation
8 Office;
- 9 ii. The United States and Defendant may each supplement
10 the facts under consideration by the Court by providing
11 information the United States or Defendant deems
12 relevant;
- 13 iii. The United States and Defendant may each present and
14 argue any additional facts that the United States or
15 Defendant believe are relevant to the Sentencing
16 Guidelines computation or sentencing;
- 17 iv. The United States and Defendant may each present and
18 argue information that may already be known to the Court,
19 including information contained in the Presentence
20 Investigation Report;
- 21 v. The United States and Defendant may each respond to any
22 arguments presented by the other;
- 23 vi. In order to support the United States' sentencing
24 recommendation as set forth herein, the United States may
25 oppose and argue against any defense argument or any
26 recommendation for any sentence lower than the sentence
27 recommended by the United States on any basis, including
28 arguments for a lower offense level, a lower criminal

1 history calculation, the application or non-application of
2 any sentencing enhancement or departure, and/or any
3 variance from the Guidelines range as calculated by the
4 Court;

5 vii. In order to support the defense sentencing
6 recommendation as set forth herein, Defendant may
7 oppose and argue against any argument by the United
8 States, or any recommendation for any sentence higher
9 than the sentence recommended by the defense on any
10 basis, including arguments for a higher offense level, a
11 higher criminal history calculation, the application or non-
12 application of any sentencing enhancement or departure,
13 and/or any variance from the Guidelines range as
14 calculated by the Court;

15 viii. The United States may make any sentencing arguments
16 the United States deems appropriate so long as they are
17 consistent with this Plea Agreement, including arguments
18 arising from Defendant's uncharged conduct, conduct set
19 forth in charges that will be dismissed pursuant to this Plea
20 Agreement, and Defendant's relevant conduct; and

21 ix. Defendant may make any sentencing arguments consistent
22 with this Plea Agreement Defendant deems appropriate.

23 e. No Other Agreements

24 The United States and Defendant have no other agreements regarding the
25 Guidelines or the application of any Guidelines enhancements, departures, or
26 variances.

1 f. Criminal History

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

6 13. Incarceration

7 At the time of Defendant's original sentencing in the District Court, the United
8 States agrees to make a sentencing recommendation to the Court that is consistent
9 with this Plea Agreement. The United States' agreement to make such a
10 recommendation is limited exclusively to the time of Defendant's original
11 sentencing in the District Court. The United States' agreement to make such a
12 recommendation does not prohibit or limit in any way the United States' ability to
13 argue for or against any future sentencing modification that takes place after
14 Defendant's original sentencing in the District Court, whether that modification
15 consists of an amendment to the Guidelines, a change to a statutory minimum or
16 maximum sentence, any form of compassionate release, any violation of Supervised
17 Release, or any other modification that is known or unknown to the parties at the
18 time of Defendant's original criminal sentencing. In this Plea Agreement, the United
19 States makes no promises or representations about what positions the United States
20 will take or recommendations the United States will make in any proceeding that
21 occurs after Defendant's original sentencing in the District Court.

22 The United States and the Defendant agree to jointly recommend a sentence
23 of five (5) years' probation.

24 14. Probation

25 The United States and Defendant each agree to recommend five (5) years of
26 Probation. Defendant agrees that the Court's decision regarding the conditions of
27 Defendant's Probation is final and non-appealable; that is, even if Defendant is
28 unhappy with the conditions of Probation ordered by the Court, that will not be a

1 basis for Defendant to withdraw Defendant's guilty plea, withdraw from this Plea
2 Agreement, or appeal Defendant's conviction, sentence, or any term of Probation.

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

6 a. The United States Probation Officer may conduct, upon
7 reasonable suspicion, and with or without notice, a search of
8 Defendant's person, residences, offices, vehicles, belongings, and
9 areas under Defendant's exclusive or joint control.

10 b. Defendant shall participate and complete such drug testing and
11 drug treatment programs as the Probation Officer directs.

12 c. Defendant shall complete mental health evaluations and
13 treatment, including taking medications prescribed by the
14 treatment provider. Defendant shall allow reciprocal release of
15 information between the Probation Officer and the treatment
16 provider. Defendant shall contribute to the cost of treatment
17 according to the Defendant's ability.

18 15. Supervised Release

19 The United States and Defendant each agree to recommend three (3) years of
20 supervised release, should the Court impose a custodial sentence. Defendant agrees
21 that the Court's decision regarding the conditions of Defendant's Supervised Release
22 is final and non-appealable; that is, even if Defendant is unhappy with the conditions
23 of Supervised Release ordered by the Court, that will not be a basis for Defendant to
24 withdraw Defendant's guilty plea, withdraw from this Plea Agreement, or appeal
25 Defendant's conviction, sentence, or any term of Supervised Release.

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

- a. The United States Probation Officer may conduct, upon reasonable suspicion, and with or without notice, a search of Defendant's person, residences, offices, vehicles, belongings, and areas under Defendant's exclusive or joint control.
- b. Defendant shall participate and complete such drug testing and drug treatment programs as the Probation Officer directs.
- c. Defendant shall complete mental health evaluations and treatment, including taking medications prescribed by the treatment provider. Defendant shall allow reciprocal release of information between the Probation Officer and the treatment provider. Defendant shall contribute to the cost of treatment according to the Defendant's ability.

16. Criminal Fine

The United States and Defendant may make any recommendation concerning the imposition of a criminal fine. Defendant acknowledges that the Court's decision regarding a fine is final and non-appealable; that is, even if Defendant is unhappy with a fine ordered by the Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's conviction, sentence, or fine.

17. Judicial Forfeiture

The United States and Defendant agree forfeiture applies. *See* 18 U.S.C. § 981(a)(1)(c) and 28 U.S.C. § 2461(c). With respect to forfeiture, the United States and Defendant agree to the following:

(a) Forfeitable Property

The United States shall seek a forfeiture money judgment in this matter and will not seek to forfeit specific property, except as set forth in this Plea Agreement or authorized by law. The United States will not seek to forfeit proceeds in an amount

1 exceeding what Defendant actually obtained as a result of the crime. *See Honeycutt*
2 *v. U.S.*, 137 S. Ct. 1626 (2017).

3 (b) Money Judgment

4 Defendant agrees to forfeit to the United States all right, title, and interest in
5 the following property: a \$51,403.00 money judgment, which represents the amount
6 of proceeds Defendant obtained as a result of his illegal conduct.

7 (c) Substitute Property

8 Defendant understands the United States may seek for Defendant to forfeit
9 substitute property in satisfaction of the money judgment if the United States can
10 establish the following regarding the above-described property (*i.e.*, the money
11 judgment): a) it cannot be located upon the exercise of due diligence; b) it has been
12 transferred or sold to, or deposited with, a third party; c) it has been placed beyond
13 the Court's jurisdiction; d) it has substantially diminished in value; e) it has been
14 commingled with other property and cannot be divided without difficulty. *See* 18
15 U.S.C. § 981(a)(1)(C); 21 U.S.C. § 853(p). The United States will not seek to forfeit
16 substitute property from other defendants or co-conspirators; it may only forfeit
17 substitute property from Defendant. *See* 21 U.S.C. § 853(p).

18 (d) Application of Forfeited Property to Restitution

19 Defendant understands the United States will seek restitution for the victim(s)
20 in this case independent of this money judgment. It is the parties' mutual
21 understanding that the United States Attorney's Office will seek approval to apply
22 the proceeds of any forfeited assets to Defendant's restitution obligations.
23 Defendant recognizes the final decision to approve this application rests with the
24 Attorney General. *See* 18 U.S.C. § 981(d), (e); *see also* 28 C.F.R. 9 *et. seq.*

25 (e) Cooperation on Forfeited Assets

26 Defendant agrees to cooperate with the United States in passing clear title on
27 all forfeited assets. Defendant also agrees to assist the United States in locating any
28 assets that 1) are the proceeds of illegal conduct (as outlined in this Plea Agreement)

1 and 2) have not been dissipated. If such assets are located, then Defendant will
2 stipulate to their forfeiture.

3 (f) Waivers

4 Defendant agrees to waive oral pronouncement of forfeiture at the time of
5 sentencing. *See* Fed. R. Crim. P. 32.2(b)(4)(B). Defendant stipulates and agrees to
6 waive all constitutional and statutory challenges in any manner (including direct
7 appeal, habeas corpus, or any other means) to any forfeiture carried out in
8 accordance with the Plea Agreement on any grounds, including a claim that
9 forfeiture in this case constitutes an excessive fine or punishment.

10 Defendant stipulates and agrees to hold the United States, and its agents and
11 employees, harmless from any and all claims whatsoever in connection with the
12 investigation, the prosecution of charges, and the seizure and forfeiture of property
13 covered by this Plea Agreement.

14 18. Mandatory Special Penalty Assessment

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

17 19. Restitution

18 The United States and Defendant agree that restitution is appropriate and
19 mandatory, without regard to Defendant's economic situation, to identifiable victims
20 who have suffered physical injury or pecuniary loss, pursuant to 18 U.S.C. §§ 3663,
21 3663A, 3664.

22 Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay
23 restitution for all losses caused by Defendant's individual conduct, in exchange for
24 the United States not bringing additional potential charges, regardless of whether
25 counts associated with such losses will be dismissed as part of this Plea Agreement.
26 With respect to restitution, the United States and Defendant agree to the following:
27
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1 a. Restitution Amount and Interest

2 The United States and Defendant stipulate and agree that the Court should
3 order restitution in an amount of \$51,403, and that interest on this restitution amount,
4 if any, should be waived.

5 b. Payments

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

10 c. Treasury Offset Program and Collection

11 Defendant understands the Treasury Offset Program ("TOP") collects
12 delinquent debts owed to federal agencies.

13 If applicable, the TOP may take part or all of Defendant's federal tax refund,
14 federal retirement benefits, or other federal benefits and apply these monies to
15 Defendant's restitution obligations. 26 U.S.C. § 6402(d); 31 U.S.C. § 3720A; 31
16 U.S.C. § 3716.

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

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

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

28 Until Defendant's fine and restitution obligations are paid in full, Defendant

1 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's
2 Office to access records to verify the financial information.

3 d. Obligations, Authorizations, and Notifications

4 Defendant agrees to truthfully complete the Financial Disclosure Statement
5 that will be provided by the earlier of 30 days from Defendant's signature on this
6 plea agreement or the date of Defendant's entry of a guilty plea, sign it under penalty
7 of perjury, and provide it to both the United States Attorney's Office and the United
8 States Probation Office. Defendant acknowledges and understands that Defendant's
9 failure to timely and accurately complete and sign the Financial Disclosure
10 Statement, and any update thereto, may, in addition to any other penalty or remedy,
11 constitute Defendant's failure to accept responsibility under U.S.S.G §3E1.1.

12 Defendant expressly authorizes the United States Attorney's Office to obtain
13 a credit report on Defendant upon the signing of this Plea Agreement. Until
14 Defendant's fine and restitution orders are paid in full, Defendant agrees to provide
15 waivers, consents or releases requested by the United States Attorney's Office to
16 access records to verify the financial information.

17 Defendant agrees to notify the Financial Litigation Unit of the United States
18 Attorney's Office before Defendant transfers any interest in property with a value
19 exceeding \$1,000 owned directly or indirectly, individually or jointly, by Defendant,
20 including any interest held or owned under any name, including trusts, partnerships
21 and corporations. Further, pursuant to 18 U.S.C. § 3664(k), Defendant shall notify
22 the court and the United States Attorney's Office within a reasonable period of time,
23 but no later than within 10 days, of any material change in Defendant's economic
24 circumstances that might affect defendant's ability to pay restitution, including, but
25 not limited to, new or changed employment, increases in income, inheritances,
26 monetary gifts or any other acquisition of assets or money.

27 Until Defendant's fine and restitution orders are paid in full, Defendant agrees
28 to disclose all assets in which Defendant has any interest or over which Defendant

1 exercises control, directly or indirectly, including those held by a spouse, nominee
2 or third party.

3 Pursuant to 18 U.S.C. § 3612(b)(F), Defendant understands and agrees that
4 until Defendant's fine and restitution orders are paid in full, Defendant must notify
5 the United States Attorney's Office of any change in the mailing address or residence
6 address within 30 days of the change.

7 20. Payments While Incarcerated

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

11 21. Additional Violations of Law Can Void Plea Agreement

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

17 22. Waiver of Appeal Rights

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

20 In return for the concessions that the United States has made in this Plea
21 Agreement, Defendant expressly waives any and all of Defendant's rights to appeal
22 any and all aspects of Defendant's conviction and any and all aspects of the sentence
23 the Court imposes, on any and all grounds.

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

26 Defendant expressly waives the right to file any post-conviction motion
27 attacking Defendant's conviction and sentence, including a motion pursuant to 28
28 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from

1 information not now known by Defendant and which, in the exercise of due
2 diligence, Defendant could not know by the time the Court imposes sentence.

3 Defendant expressly waives Defendant's right, even if otherwise authorized
4 by the United States Constitution or federal law, to challenge in the district court, to
5 move to withdraw Defendant's plea based on, or to appeal the validity and/or entry
6 of, any and all charging instruments, any and all plea agreements, any and all
7 pleadings, any and all communications between any and all defense counsel and any
8 and all Assistant United States Attorneys, and/or any and all guilty pleas in the
9 above-captioned matter based on any and all arguments that the United States, the
10 United States Attorney's Office for the Eastern District of Washington, the Deputy
11 Attorney General, any and all First Assistant United States Attorneys for the Eastern
12 District of Washington, any and all Criminal Chiefs for the United States Attorney's
13 Office for the Eastern District of Washington, any and all Assistant United States
14 Attorneys for the Eastern District of Washington, and/or any and all attorneys for
15 the government, are in any way unauthorized to bring, seek, file, and/or resolve any
16 and all aspects of the above-captioned matter, case, and/or charges.

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

21 23. Withdrawal or Vacatur of Defendant's Plea

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

- 25 a. Any obligations, commitments, or representations made by the
26 United States in this Plea Agreement shall become null and void;
27 b. The United States may prosecute Defendant on all available
28 charges;

- 1 c. The United States may reinstate any counts that have been
2 dismissed, have been superseded by the filing of another
3 charging instrument, or were not charged because of this Plea
4 Agreement; and
5 d. The United States may file any new charges that would otherwise
6 be barred by this Plea Agreement.

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

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

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

17 24. Integration Clause

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

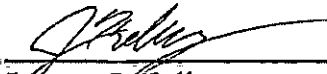
22 This Plea Agreement is binding only on the United States Attorney's Office
23 for the Eastern District of Washington, and cannot bind other federal, state, or local
24 authorities.

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

Approvals and Signatures

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

Todd Blanche
Deputy Attorney General



Jeremy J. Kelley
Assistant United States Attorney

2/4/2026

Date

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

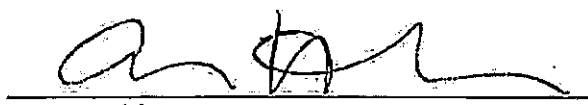


Tasha Hoggatt
Defendant

February 4, 2026

Date

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



Amy Rubin
Attorney for Defendant

2/4/26

Date