

MAR 02 2022

IN THE UNITED STATES DISTRICT COURT By
WESTERN DISTRICT OF ARKANSAS
FORT SMITH DIVISION

JAMIE GIANI, Clerk
Deputy Clerk

UNITED STATES OF AMERICA)
)
v.) CRIMINAL NO. 2:22CR20004-002
)
REBEKAH JOLEA SCHWARTZ)

PLEA AGREEMENT

Pursuant to Rule 11(c)(1) of the Federal Rules of Criminal Procedure, the parties hereto acknowledge that they have entered into negotiations which have resulted in this Agreement. The agreement of the parties is as follows:

**WAIVER OF INDICTMENT AND
PLEA OF GUILTY TO INFORMATION**

1. The Defendant, **REBEKAH JOLEA SCHWARTZ**, agrees to waive Indictment by a grand jury and consents to the filing of a one-count Information that charges a violation of Title 18, United States Code, Sections 641 and 2, Theft of Government Funds and aiding and abetting the Theft of Government Funds; namely, Social Security Administration Title II Disability Insurance Benefits in the amount of \$167,756.60. The Defendant further agrees to plead guilty to the Information.

CONSENT TO PROCEED BEFORE THE MAGISTRATE JUDGE

2. The Defendant acknowledges that she has been advised and understands that she has a right to have a United States District Judge presiding when she enters a guilty plea and that she can exercise that right without concern or reservation. The Defendant and the United States hereby consent to have the proceedings required by Rule 11 of the Federal Rules of Criminal

Procedure incident to the making of the plea to be conducted by the United States Magistrate Judge. If, after conducting such proceedings, the Magistrate Judge recommends that the plea of guilty be accepted, a presentence investigation and report will be ordered pursuant to Federal Rule of Criminal Procedure 32. The Defendant acknowledges that her plea of guilty is subject to approval and acceptance by the District Judge and that sentencing will be conducted by the District Judge.

**WAIVER OF OBJECTIONS TO MAGISTRATE'S
REPORT AND RECOMMENDATION**

3. The parties acknowledge that pursuant to 28 U.S.C. § 636(b)(1)(B), the failure to file objections to the Report and Recommendation within fourteen (14) days bars them from objecting to the District Court's acceptance of the guilty plea as recommended by the Magistrate Judge. Having been advised of the right to object to the Report and Recommendation, the parties wish to waive that right for the purpose of expediting acceptance of the guilty plea in this matter. Accordingly, evidenced by their signatures appearing below, the parties hereby waive the right to object to the Magistrate Judge's Report and Recommendation Concerning Plea of Guilty, and consent to acceptance of the same by the United States District Judge so that acceptance of the guilty plea may proceed forthwith.

ADMISSION OF FACTUAL BASIS IN SUPPORT OF GUILTY PLEA

4. The Defendant has fully discussed with defense counsel the facts of this case and the elements of the crime to which the Defendant is pleading guilty. The Defendant has committed each of the elements of the crime to which the Defendant is pleading guilty and admits that there is a factual basis for this guilty plea. The following facts are true and undisputed:

a. The Social Security Administration is an agency of the United States. Recipients of Social Security Administration benefits receive money held in trust for the United States

government.

b. **REBEKAH JOLEA SCHWARTZ**, the Defendant, is the wife of Stephen Wayne Schwartz, a Social Security Administration Title II Disability Insurance beneficiary. A Social Security Administration Title II Disability Insurance beneficiary is not eligible to receive disability insurance benefits if the individual works and earns a certain amount of income. A specified amount of income can be earned without the individual losing disability benefits; however, the employment and earnings must be reported to the Social Security Administration.

c. In 2015, while receiving Social Security Administration disability insurance payments, Stephen Wayne Schwartz drove a school bus for a local public school district. He did not report his employment and earnings to the Social Security Administration. The Social Security Administration subsequently became aware of Stephen Wayne Schwartz's job and earnings as a school bus driver, which made him ineligible for disability insurance benefits. In June 2016, the Social Security Administration told Stephen Wayne Schwartz that his disability insurance payments were being stopped due to his employment and wages earned as a school bus driver in 2015.

d. On June 15, 2016, **REBEKAH JOLEA SCHWARTZ** assisted Stephen Wayne Schwartz in requesting reinstatement of his disability insurance benefits by filling out forms that were submitted to the Social Security Administration. At the time that **REBEKAH JOLEA SCHWARTZ** filled out the benefit reinstatement forms, Stephen Wayne Schwartz was working for a roofing company and his wages were being paid to **REBEKAH JOLEA SCHWARTZ** to conceal Stephen Wayne Schwartz's income from the Social Security Administration. **REBEKAH JOLEA SCHWARTZ** did not disclose on the reinstatement request form that her husband currently was working for the roofing company and his wages were being paid to her.

REBEKAH JOLEA SCHWARTZ omitted this material information in order to aid and abet Stephen Wayne Schwartz in obtaining money she and her husband knew he was not eligible to receive from the Social Security Administration.

e. **REBEKAH JOLEA SCHWARTZ** completed a “Continuing Disability Review Report” that was submitted to the Social Security Administration to reinstate her husband’s disability insurance benefits. At the time **REBEKAH JOLEA SCHWARTZ** completed the Continuing Disability Review Report, her husband was employed as a driver for a roofing company. **REBEKAH JOLEA SCHWARTZ** informed the Social Security Administration – under oath – that her husband’s current medical disability caused the following impairments: he “*can’t remember directions;*” he “*can’t finish [tasks] because he gets lost;*” he has “*brain damage;*” and he “*can’t understand or can’t grasp what people mean.*” **REBEKAH JOLEA SCHWARTZ** knew the information she wrote about her husband’s current medical disability was being submitted to the Social Security Administration on a Continuing Disability Review Report and would be considered as part of the Social Security Administration’s review of her husband’s disability insurance eligibility.

f. **REBEKAH JOLEA SCHWARTZ** filled out a “Pain and Symptoms Form” in July 2016. In July 2016, her husband was working for a roofing company. She reported to the Social Security Administration – under oath – on the Pain and Symptoms Form that her husband’s disabling symptoms included “*confusion, memory loss, ... and [he] can’t read or write.*” **REBEKAH JOLEA SCHWARTZ** wrote that, “*sitting, driving, thinking, stress, numbers, words, using his arm, and night vision*” all made her husband’s condition worse. **REBEKAH JOLEA SCHWARTZ** provided this information to the Social Security Administration to aid and abet Stephen Wayne Schwartz in obtaining money from the Social Security Administration that she

and her husband knew he was not eligible to receive.

g. **REBEKAH JOLEA SCHWARTZ** filled out a “Function Report” on July 13, 2016, and wrote that Stephen Wayne Schwartz had been able to “*read, write, spell, think, focus, understand, drive a big truck, keep log books, follow map/directions, not get lost or forget where [he was] going, see at night, carry on a conversation, count, concentrate, follow instructions, reasoning, [and make] decisions [that] is [sic] now impossible.*” In July 2016, Stephen Wayne Schwartz was working for a roofing company as a truck driver whose duties included picking up and delivering roofing material. **REBEKAH JOLEA SCHWARTZ** provided information in the Function Report to aid and abet Stephen Wayne Schwartz in obtaining money she and her husband knew he was not eligible to receive from the Social Security Administration.

h. In 2017, the Social Security Administration reinstated Stephen Wayne Schwartz’s disability insurance benefits for 2016 and forward, based in some part, upon written information submitted by **REBEKAH JOLEA SCHWARTZ** and Stephen Wayne Schwartz that contained material misrepresentations, false and fraudulent representations, and omitted material facts to intentionally conceal Stephen Wayne Schwartz’s true physical condition, his employment status and wages earned.

i. On March 25, 2020, **REBEKAH JOLEA SCHWARTZ** completed a “Continuing Disability Review Report” on her husband’s behalf. **REBEKAH JOLEA SCHWARTZ** reported her husband’s ability to perform simple daily life skills had significantly declined. She told the Social Security Administration in the “Continuing Disability Review Report” that Stephen Wayne Schwartz could not read instructions, that getting along with people was difficult for him, that he had “*zero concentration,*” and that he “*can’t comprehend directions.*” At the time that **REBEKAH JOLEA SCHWARTZ** completed the “Continuing Disability Review Report,”

Stephen Wayne Schwartz was serving as a Justice of the Peace.

j. On April 8, 2020, **REBEKAH JOLEA SCHWARTZ** and Stephen Wayne Schwartz completed a form entitled “Work Activity Report – Employee.” The form asked for information about work activity to determine whether to continue Stephen Wayne Schwartz’s disability benefit payments. **REBEKAH JOLEA SCHWARTZ** wrote that Stephen Wayne Schwartz’s job was Justice of the Peace. She wrote on her husband’s behalf that: *“I don’t actually work. The governor of Arkansas appointed me to my late father’s position until his term ends. I am just there to represent my father’s seat; I don’t work, I was just appointed to sit in my father’s seat until the election in November.”*

k. On February 22, 2021, the Social Security Administration, having learned of Stephen Wayne Schwartz’s job with the roofing company and the marble and granite company, informed Stephen Wayne Schwartz that he was not eligible for disability insurance payments for the period of June 2016 through and including February 2021. In response, **REBEKAH JOLEA SCHWARTZ** called the Fort Smith Social Security Administration Office and told a representative that her husband had never worked for a roofing company and that she, in fact, was the one who had worked at the roofing company. **REBEKAH JOLEA SCHWARTZ** intentionally made this false statement to aid and abet her husband in obtaining money from the Social Security Administration she and her husband knew he was not eligible to receive.

l. **REBEKAH JOLEA SCHWARTZ** subsequently provided wage documentation to the Social Security Administration showing that she had been the wage earner at the roofing company. **REBEKAH JOLEA SCHWARTZ** intentionally misled the Social Security Administration about her husband’s roofing company income by presenting paychecks from the roofing company that had been made payable to her in the wage concealment scheme.

REBEKAH JOLEA SCHWARTZ intentionally misrepresented to the Social Security Administration that she worked for wages paid her by the roofing company to aid and abet her husband in obtaining money from the Social Security Administration she and her husband knew he was not eligible to receive.

m. On March 9, 2021, and June 7, 2021, **REBEKAH JOLEA SCHWARTZ** called the Social Security Administration to check on the status of Stephen Wayne Schwartz's case. On July 7, 2021, **REBEKAH JOLEA SCHWARTZ** and Stephen Wayne Schwartz appeared in person at the Fort Smith Social Security Administration Office to inquire about the status of Stephen Wayne Schwartz's disability benefits payments.

n. Two investigators from the Office of the Inspector General for the Social Security Administration were present when **REBEKAH JOLEA SCHWARTZ** and Stephen Wayne Schwartz arrived at the Fort Smith Social Security Administration Office. The federal investigators identified themselves to **REBEKAH JOLEA SCHWARTZ** and Stephen Wayne Schwartz. They explained that they were investigating suspected fraud committed by **REBEKAH JOLEA SCHWARTZ** and Stephen Wayne Schwartz in obtaining Title II Disability Insurance benefits for Stephen Wayne Schwartz.

o. **REBEKAH JOLEA SCHWARTZ** gave a voluntary statement to investigators. She admitted that she completed the June 2016 "Expedited Reinstatement Request" form the same month her husband obtained employment with the roofing company. **REBEKAH JOLEA SCHWARTZ** stated she knew that Stephen Wayne Schwartz earned \$1,000 a week at the roofing company. She admitted she knew about the arrangement to have Stephen Wayne Schwartz's paychecks issued in her name to conceal her husband's employment and earnings from the Social Security Administration. **REBEKAH JOLEA SCHWARTZ** stated she falsely reported to the

Social Security Administration that the roofing company had paid her when she well knew that it was her husband who had worked at the roofing company. **REBEKAH JOLEA SCHWARTZ** admitted that Stephen Wayne Schwartz was working at the marble and granite business when she filled out and submitted information to the Social Security Administration for the continuing disability review in 2020.

p. Stephen Wayne Schwartz voluntarily gave a sworn statement to the investigators and confessed he had committed fraud. He told investigators that in or around the first week of June 2016, he was hired by a roofing company at a rate of \$1,000 per week. He admitted that he convinced the owner of the roofing business to make his paychecks to **REBEKAH JOLEA SCHWARTZ** to conceal his work activities and income from the Social Security Administration. Stephen Wayne Schwartz stated to investigators that he knew that if the Social Security Administration were aware of his employment and wages from the roofing company, he would not have been eligible for disability benefits. Stephen Wayne Schwartz stated his job with the roofing company lasted through September of 2016 and that he made an average of approximately \$4,000 per month. Stephen Wayne Schwartz further admitted he began employment at a marble and granite company in December of 2016. Stephen Wayne Schwartz told the investigators he made an agreement with the owner of the business about payment of wages because Stephen Wayne Schwartz knew that a certain amount of income, if reported to the Social Security Administration, would have affected his eligibility for disability insurance benefits. As a result of the agreement with the business owner, Stephen Wayne Schwartz stated that he was paid an allowable amount of earnings in his name, and earnings above the allowable dollar amount were paid to his wife, **REBEKAH JOLEA SCHWARTZ**, to conceal his true earnings from the Social Security Administration. Stephen Wayne Schwartz admitted he knew he had violated the law

when conducting these activities.

q. The loss to the Social Security Administration resulting from **REBEKAH JOLEA SCHWARTZ'S** criminal conduct in aiding and abetting Stephen Wayne Schwartz for the period of June 2016 through and including July 2021, is \$167,756.60.

r. The Defendant, **REBEKAH JOLEA SCHWARTZ**, stipulates, admits as true, and agrees that evidence gathered in the investigation and her own voluntary sworn statement made to investigators on July 6, 2021, prove beyond a reasonable doubt that beginning in or about June 2016 and continuing through and including in or about July 2021, in the Western District of Arkansas, Fort Smith Division, she knowingly aided and abetted her husband in stealing a thing of value from the United States; namely, Title II Disability Insurance Benefits in the amount of \$167,756.60 paid to Stephen Wayne Schwartz by the Social Security Administration, an agency of the United States; that she intentionally made false and fraudulent statements in documents she knew were submitted to the Social Security Administration in order to conceal Stephen Wayne Schwartz's employment and wages so that he could receive money from the Social Security Administration that he was not eligible to receive; that her actions were intended to help Stephen Wayne Schwartz steal money from the Social Security Administration, and that she aided and abetted Stephen Wayne Schwartz in stealing money from the Social Security Administration while she had sufficient advance knowledge of the extent and character of the crime that Stephen Wayne Schwartz was committing such that she was able to make relevant choices to disassociate herself from the crime of stealing money from the Social Security Administration that was committed by Stephen Wayne Schwartz and she chose not to do so.

ADVICE OF RIGHTS

5. The Defendant hereby acknowledges that she has been advised of and fully understands the following constitutional and statutory rights:

- a. to have an attorney and if the Defendant cannot afford an attorney, to have one provided to her and paid for at the United States' expense;
- b. to persist in her plea of not guilty;
- c. to have a speedy and public trial by jury;
- d. to be presumed innocent until proven guilty beyond a reasonable doubt;
- e. to confront and examine witnesses who testify against her;
- f. to call witnesses on her behalf;
- g. to choose to testify or not testify and that no one could force the Defendant to testify; and,
- h. to have at least 30 days to prepare for trial.

WAIVER OF RIGHTS

6. The Defendant hereby acknowledges that she understands with respect to the count to which she pleads guilty, she thereby WAIVES all of the rights listed as (b) through (h) of the above paragraph.

WAIVER OF ACCESS TO RECORDS

7. The Defendant hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

WAIVER OF "HYDE" CLAIM

8. The Defendant hereby waives any claim under the Hyde Amendment, 18 U.S.C. § 3006A (Statutory Note), for attorney fees and other litigation expenses arising out of the investigation or prosecution of this matter.

EFFECTS OF BREACH OF THIS AGREEMENT BY DEFENDANT

9. The Defendant agrees that if after signing this Plea Agreement the Defendant commits any crimes, violates any conditions of release, or fails to appear for sentencing, or if the Defendant provides information to the Probation Office or the Court that is intentionally misleading, intentionally incomplete, or intentionally untruthful, or if the Defendant violates any term of this Plea Agreement, takes a position at sentencing which is contrary to the terms of this Plea Agreement or attempts to withdraw from this Plea Agreement, this shall constitute a breach of this Plea Agreement which shall release the United States from any and all restrictions or obligations placed upon it under the terms of this agreement and the United States shall be free to reinstate dismissed charges or pursue additional charges against the Defendant. The Defendant shall, however, remain bound by the terms of the agreement, and will not be allowed to withdraw this plea of guilty unless permitted to do so by the Court.

10. The Defendant further agrees that a breach of any provisions of this Plea Agreement shall operate as a WAIVER of Defendant's rights under Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence and the United States shall be allowed to use and to introduce into evidence any one or more of the following:

- a. admissions against interest, both oral and written, made by the Defendant to any person;
- b. statements made by the Defendant during her change of plea hearing;
- c. the factual basis set forth in the Plea Agreement;
- d. any testimony given under oath in these proceedings or to a grand jury or a petit jury;
- e. any and all physical evidence of any kind which the Defendant has provided to the United States; and,
- f. any and all information provided by the Defendant to the United States' attorneys, or to federal, state, county, and/or local law enforcement officers.

MAXIMUM PENALTIES

11. The Defendant hereby acknowledges that she has been advised of the maximum penalties for the count to which she is pleading guilty. By entering a plea of guilty to count one of the Information, the Defendant agrees that she faces:

- a. a maximum term of imprisonment for 10 years;
- b. a maximum fine of \$250,000.00;
- c. both imprisonment and fine;
- d. a term of supervised release which begins after release from prison;
- e. a possibility of going back to prison if the Defendant violates the conditions of supervised release;
- f. a special assessment of \$100.00 and,
- g. restitution to be paid to the Social Security Administration, jointly and severally with Stephen Wayne Schwartz, in the total amount of \$167,756.60.

CONDITIONS OF SUPERVISED RELEASE

12. The Defendant acknowledges that if a term of supervised release is imposed as part of the sentence, the Defendant will be subject to the standard conditions of supervised release as recommended by the United States Sentencing Commission and may be subject to other special conditions of supervised release as determined by the Court. The standard conditions of supervised release are as follows:

- a. The Defendant shall report to the probation office in the federal judicial district where she is authorized to reside within 72 hours of release from imprisonment, unless the probation officer instructs the Defendant to report to a different probation office or within a different timeframe.
- b. After initially reporting to the probation office, the Defendant will receive instructions from the court or the probation officer about how and when to report to the probation officer, and the Defendant shall report to the probation officer as instructed.
- c. The Defendant shall not knowingly leave the federal judicial district where she is authorized to reside without first getting permission from the court or the probation officer.
- d. The Defendant shall answer truthfully the questions asked by the probation officer.
- e. The Defendant shall live at a place approved by the probation officer. If the Defendant plans to change where she lives or anything about her living arrangements (such as the people the Defendant lives with), the Defendant shall

notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, the Defendant shall notify the probation officer within 72 hours of becoming aware of a change or expected change.

- f. The Defendant shall allow the probation officer to visit the Defendant at any time at her home or elsewhere, and the Defendant shall permit the probation officer to take any items prohibited by the conditions of the Defendant's supervision that he or she observes in plain view.
- g. The Defendant shall work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses the defendant from doing so. If the Defendant does not have full-time employment she shall try to find full-time employment, unless the probation officer excuses the defendant from doing so. If the Defendant plans to change where the Defendant works or anything about her work (such as the position or the job responsibilities), the Defendant shall notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, the Defendant shall notify the probation officer within 72 hours of becoming aware of a change or expected change.
- h. The Defendant shall not communicate or interact with someone the Defendant knows is engaged in criminal activity. If the Defendant knows someone has been convicted of a felony, the Defendant shall not knowingly communicate or interact with that person without first getting the permission of the probation officer.
- i. If the Defendant is arrested or questioned by a law enforcement officer, the Defendant shall notify the probation officer within 72 hours.
- j. The Defendant shall not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person, such as nunchakus or Tasers).
- k. The Defendant shall not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
- l. If the probation officer determines that the Defendant poses a risk to another person (including an organization), the probation officer may require the Defendant to notify the person about the risk and the Defendant shall comply with that instruction. The probation officer may contact the person and confirm that the Defendant has notified the person about the risk.
- m. The Defendant shall follow the instructions of the probation officer related to the conditions of supervision.

RESTITUTION

13. The Defendant agrees that the total amount of restitution owed to the Social Security Administration is \$167,756.60 and is a joint and several liability obligation with Stephen Wayne Schwartz. The Defendant agrees to pay full restitution, jointly and severally with Stephen

Wayne Schwartz, to the Social Security Administration and for all losses caused by the Defendant's criminal conduct even if such losses resulted from crimes not charged in the Information or admitted to by the Defendant in the factual statement. The Defendant acknowledges and agrees that all restitution as agreed to above shall be governed by the provisions of the Mandatory Victims Restitution Act, 18 U.S.C. § 3663A. The Defendant understands full restitution will be ordered regardless of Defendant's financial resources. The Defendant further understands the restitution will be determined by the Court. The Defendant agrees to cooperate in efforts to collect the restitution obligation, by any means the United States deems appropriate and agrees to waive any defense or objections to any action to enforce the collection of the restitution. The Defendant understands imposition or payment of restitution will not restrict or preclude the filing of any civil suit or administrative action. The Defendant acknowledges that any restitution imposed is not dischargeable in any bankruptcy proceeding pursuant to 18 U.S.C. § 3613(e).

Restitution should be sent to:

Social Security Administration
Debt Management Section
Attn: Court Refund
PO Box 2861
Philadelphia, PA 19122

Reference claim number 430491250

AGREEMENT TO PROVIDE FINANCIAL INFORMATION

14. The Defendant agrees that no later than thirty (30) days after the change of plea, the Defendant shall complete the financial disclosure statement and the accompanying releases provided by the United States Attorney's Office and deliver them to the United States Probation Office and the United States Attorney's Office. This financial disclosure statement is sworn by

the Defendant to be true and correct under penalty of perjury. The Defendant agrees that her failure to truthfully and fully complete the financial disclosure statement and accompanying releases may result in the Government objecting to the Defendant receiving a reduction for acceptance of responsibility.

PAYMENT OF MONETARY PENALTIES

15. The Defendant agrees that monetary penalties to include special assessments, fine, and/or restitution imposed by the Court will be (i) subject to immediate enforcement as provided in 18 U.S.C. § 3613c, and (ii), submitted to the Treasury Offset Program so that any federal payment such as an income tax refund or transfer of returned property the Defendant receives may be offset and applied to federal debt without affecting the periodic payment schedule ordered by the Court.

NO OTHER CHARGES

16. The United States agrees that no other federal charges, which stem from the activities described in the Information, will be brought against the Defendant in the Western District of Arkansas.

SENTENCING GUIDELINES ARE ADVISORY BUT NOT MANDATORY

17. The parties acknowledge that the Court shall consult and take into account the United States Sentencing Commission Guidelines in determining the sentence, but that the Court is not bound by the Guidelines and may sentence the Defendant to any sentence within the statutory range.

AGREEMENT DOES NOT PROMISE A SPECIFIC SENTENCE

18. The Defendant acknowledges that discussions have taken place concerning the possible guideline range which might be applicable to this case. The Defendant agrees that any

discussions merely attempt to guess at what appears to be the correct guideline range and do not bind the District Court. Further, the Defendant acknowledges that the actual range may be greater than contemplated by the parties. In the event that the actual guideline range is greater than the parties expected, the Defendant agrees that this does not give her the right to withdraw her plea of guilty.

RELEVANT CONDUCT CONSIDERED

19. At the sentencing hearing, the United States will be permitted to bring to the Court's attention, and the Court will be permitted to consider, all relevant information with respect to the Defendant's background, character and conduct, including the conduct that is the subject of this investigation for which she has not been charged up to the date of this Agreement, as provided by § 1B1.3 of the Sentencing Guidelines.

PERJURY

20. In the event that it is determined that the Defendant has not been truthful with the Court as to any statements made while under oath, this Plea Agreement shall not be construed to protect the Defendant from prosecution for perjury or false statement.

CONCESSIONS BY THE UNITED STATES

21. The United States agrees not to object to a recommendation by the Probation Office or a ruling of the Court which awards the Defendant an appropriate-level decrease in the base offense level for acceptance of responsibility. If the offense level in the Presentence Report is 16 or greater and the Court accepts a recommendation in the Presentence Report that the Defendant receive two points for acceptance of responsibility, the United States agrees to move for an additional one-point reduction for acceptance of responsibility for a total of three points. However, the United States will not be obligated to move for an additional one-point reduction or

recommend any adjustment for acceptance of responsibility if the Defendant engages in conduct inconsistent with acceptance of responsibility including, but not limited to, the following a) falsely denies, or makes a statement materially inconsistent with, the factual basis set forth in this agreement, b) falsely denies additional relevant conduct in the offense, c) is untruthful with the United States, the Court or probation officer, or d) materially breaches this Plea Agreement in any way.

UNITED STATES' RESERVATION OF RIGHTS

22. Although the United States agrees not to object to certain findings by the Probation Office or to rulings of the Court, it reserves the right to:

- a. make all facts known to the Probation Office and to the Court;
- b. call witnesses and introduce evidence in support of the Presentence Report;
- c. contest and appeal any finding of fact or application of the Sentencing Guidelines;
- d. contest and appeal any departure from the appropriate Guideline range; and,
- e. defend all rulings of the District Court on appeal including those rulings which may be contrary to recommendations made or positions taken by the United States in this Plea Agreement which are favorable to the Defendant.

NO RIGHT TO WITHDRAW THE GUILTY PLEA

23. The United States' concessions on sentencing options are non-binding and made pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure. As a result, if the Court should reject the Defendant's requests or recommendations for certain findings of fact or applications of the Guidelines, the Defendant acknowledges that there is no right to withdraw the guilty plea.

AGREEMENT NOT BINDING ON THE COURT

24. The parties agree that nothing in this Agreement binds the District Court to:

- a. make any specific finding of fact;
- b. make any particular application of the Sentencing Guidelines;
- c. hand down any specific sentence;

- d. accept any stipulation of the parties as contained in this Plea Agreement; and,
- e. accept this Plea Agreement.

25. The United States and the Defendant acknowledge that the Court has an obligation to review the Presentence Report before it accepts or rejects this Plea Agreement.

AGREEMENT DOES NOT BIND ANY OTHER ENTITY

26. The parties agree that this Plea Agreement does not bind any governmental entity other than the United States Attorney's Office for the Western District of Arkansas.

SPECIAL ASSESSMENT

27. The Defendant agrees to pay \$100.00 as the special assessment in this case.

REPRESENTATIONS BY DEFENDANT

28. By signing this Plea Agreement, the Defendant acknowledges that:
- a. The Defendant has read this Agreement (or has had this Agreement read to her) and has carefully reviewed every part of it with defense counsel.
 - b. The Defendant fully understands this Plea Agreement and is not under the influence of anything that could impede the Defendant's ability to fully understand this Plea Agreement.
 - c. No promises, agreements, understandings, or conditions have been made or entered into in connection with the decision to plead guilty except those set forth in this Plea Agreement.
 - d. The Defendant is satisfied with the legal services provided by defense counsel in connection with this Plea Agreement and matters related to it.
 - e. The Defendant has entered into this Plea Agreement freely, voluntarily, and without reservation and the Defendant's desire to enter a plea of guilty is not the result of threats or coercion directed at the Defendant or anyone connected with the Defendant.

REPRESENTATIONS BY DEFENSE COUNSEL

29. By signing this Plea Agreement, counsel for the Defendant acknowledges that:
- a. Counsel has carefully reviewed every part of this Agreement with the Defendant and this Agreement accurately and completely sets forth the entire agreement between the United States and the Defendant.
 - b. Counsel has explained the ramifications of the Plea Agreement to the Defendant, and believes that the Defendant understands this Plea

- Agreement, what rights are being lost by pleading guilty, and what the United States has agreed to do in exchange for the plea of guilty.
- c. Counsel believes that the Defendant's decision to enter into this Agreement is an informed and voluntary one.


PLEA AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT

30. The Defendant and her attorney both acknowledge that this Plea Agreement constitutes the entire agreement of the parties. Further, all parties agree that there are no oral agreements or promises which have been made to induce the Defendant to change her plea to guilty.

Dated this 11 day of Feb, 2022




Rebekah Jolea Schwartz
Defendant



Alex Gustafson
Attorney for Defendant

David Clay Fowlkes
United States Attorney

By:



Kyra E. Jenner
Assistant U.S. Attorney