

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
CENTRAL DIVISION**

**UNITED STATES OF AMERICA,**

Plaintiff,

v.

**(01) LAWRENCE COURTNEY LAWHORN,**

Defendant.

No. 20-04071-01-CR-C-RK  
22-04013-01-CR-C-RK

**PLEA AGREEMENT**

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

1. **The Parties.** The parties to this agreement are the United States Attorney’s Office for the Western District of Missouri (otherwise referred to as “the Government” or “the United States”), represented by Teresa A. Moore, United States Attorney, and Aaron M. Maness, Assistant United States Attorney, and the defendant, Lawrence Courtney Lawhorn (“the defendant”), represented by Greg Wittner and Scott Rosenblum in case number 20-CR-04071, and Razmi Tahirkheli in case number 22-04013-CR-C-RK.

The defendant understands and agrees that this plea agreement is only between him and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

2. **Defendant’s Guilty Plea.**

Case Number 20-04071-01-CR-C-RK: The defendant agrees to and hereby does plead guilty to Counts 1 and 2 of the superseding indictment, charging him with a violation of 18 U.S.C.

§ 1349, that is, conspiracy to commit wire fraud (Count 1) and conspiracy to commit mail fraud (Count 2). The defendant agrees to and hereby does plead guilty to Count 68 of the superseding indictment charging him with a violation of 18 U.S.C. § 1028A(a)(1), aggravated identity theft. The defendant also agrees to forfeit to the United States the property described in the Forfeiture Allegations, paragraphs 60, 61(a), 62, and 63 of the Superseding Indictment and a money judgement in an amount to be determined by the Court. By entering into this plea agreement, the defendant admits that he knowingly committed these offenses, and is, in fact, guilty of these offenses.

Case number 22-04013-CR-C-RK: The defendant agrees to and hereby does plead guilty to Count 1 of the Indictment, charging him with a violation of 18 U.S.C. § 1349, that is, conspiracy to commit wire fraud. The defendant also agrees to forfeit to the United States the property described in the Forfeiture Allegations, paragraphs 24, 25(a), 26, and 27 of the Indictment and a money judgement in an amount to be determined by the Court. By entering into this plea agreement, the defendant admits that he knowingly committed this offense, and is, in fact, guilty of this offense.

3. **Factual Basis for Guilty Plea.** The parties agree that the facts constituting the offenses to which the defendant is pleading guilty are as follows:

**CASE NUMBER 20-CR-04071-01**

**June 5, 2017 Automobile Incident**

On June 5, 2017, at approximately 2:58 p.m. (CST), Boone County Sheriff deputies were dispatched to the intersection of Oakland Church Road and North Brown Station Road, Boone County, Missouri in relation to a reported automobile incident. An anonymous caller called 911 and reported that there had been a vehicle crash where two occupants of one of the vehicles were unconscious and the occupant of the other vehicle ran from the scene. The caller was not cooperative and hung up. When deputies arrived at the scene, they observed a black Nissan

Altima with a female in the driver's seat ("Driver 1") who was lethargic and disoriented and a male standing outside of the Altima. The male was identified as the defendant. The deputies also observed a maroon late model Ford Taurus behind the Altima with no one in that vehicle. The defendant advised the deputies that he hit his head on the dashboard but was okay. The defendant told the deputies that he and Driver 1 were "playing with each other" and stopped at the intersection when they were struck from behind. The defendant told deputies a black male approached the driver's side door and said, "hold on 1 second, I'll be right back". The defendant told deputies that the male then took off. The defendant said he did not recognize the guy and probably could not identify him in a line-up. The defendant and Driver 1 were transported to University Hospital via ambulance.

Deputies looked at the maroon Ford Taurus. The deputies ran the license plate and found it was registered to a female owner ("Owner 1"). Deputies noted the bumper to the vehicle was missing, but not at the crash site. They also noted that the license plate was being held to the vehicle by a wire that was attached to the grill. Deputies also observed the Nissan Altima and noted minor damage to the bumper and the air bags did not deploy.

According to Boone County Sheriff Department reports, Owner 1 reported the vehicle stolen shortly after the June 5, 2017 automobile incident.

The parties agree if called to testify, a Special Agent with the Federal Bureau of Investigation ("FBI SA") would testify as outlined, *infra*. The FBI SA began her investigation into a series of automobile incidents resulting in insurance claims being submitted by the indicted defendants. The primary focus of the FBI SA's investigation was the defendant. The FBI SA was alerted to the possibility of criminal activity through a separate investigation by the Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF"). The ATF obtained a search warrant for a Snapchat account known to be used by the defendant which displayed pictures of the defendant holding firearms. The defendant was a known felon. During the ATF's review of the pictures, they observed pictures of insurance policies. The ATF alerted the FBI SA of their observation, and the FBI SA obtained a separate search warrant for the defendant's Snapchat account. The FBI SA examined the pictures and the contacts in the defendant's Snapchat account. The FBI SA then contacted the National Insurance Crime Bureau ("NICB") regarding any accidents around the time of the photographs and the people the pictures were sent from, as well as accidents directly involving the defendant. Through the investigation, the FBI SA uncovered multiple automobile incidents involving close associates or family members of the defendant. The FBI SA also obtained information about automobile incidents involving the defendant. Some of the defendants involved, such as (03) Defendant Latoya Brown ("Brown"), were already being investigated by the NICB. Brown is the mother of Lawhorn's daughter.

The FBI SA looked up Owner 1 and inquired about any accident claims Owner 1 submitted. The FBI SA determined Owner 1's maroon Ford Taurus was involved in an accident in April 2017. The FBI SA then examined a cell phone forensic extraction of a phone obtained by Columbia Police Department from the defendant. Columbia Police Department obtained a state search warrant for the forensic extraction. The FBI SA looked through the call logs and noted that phone called XXX-XXX-9144 around the time of the June 5, 2017 incident. The FBI SA determined the provider of XXX-XXX-9144 and then obtained the phone records. The records revealed XXX-XXX-9144 was Owner 1's phone number. The FBI SA then observed a number of phone calls between Owner 1's number and the number 660-460-7548 on June 5, 2017. The FBI SA obtained the provider for 660-460-7548 and determined the provider was TextNow. The FBI SA obtained the subscriber records from TextNow for the number 660-460-7548. TextNow provided the subscriber information. The subscriber was "kiddcourt1" and the screen name was "Kidd Court". Throughout the investigation of multiple automobile incidents, the FBI SA knew that the defendant often used TextNow and often used the name "kidd" in his subscriber name or email addresses, which will be outlined further, *infra*. The FBI SA also obtained the call records for the number 660-460-7548 and observed a number of calls from 660-460-7548 to 855-341-8184 on June 7, 2017. The FBI SA determined the number 855-341-8184 was a State Farm claims phone number.

The FBI SA obtained Boone County Sheriff Department records for the June 5, 2017 automobile incident. The FBI SA observed the number for the anonymous caller who reported the incident was XXX-XXX-8965, which was traced back to an individual ("Individual 1"). Boone County Sheriff Deputies attempted to speak to Individual 1, but Individual 1 refused to cooperate. The FBI SA then looked at the phone records for 660-460-7548 and observed a number of calls between 660-460-7548 and XXX-XXX-8965 two days after the June 5, 2017 automobile incident.

The FBI SA interviewed Owner 1. Owner 1 told the FBI SA that Owner 1 loaned the maroon Ford Taurus to a person named "Coot" and he compensated her. The FBI SA showed Owner 1 a picture of the defendant and Owner 1 identified the defendant as "Coot" and the person she loaned the maroon Ford Taurus on June 5, 2017.

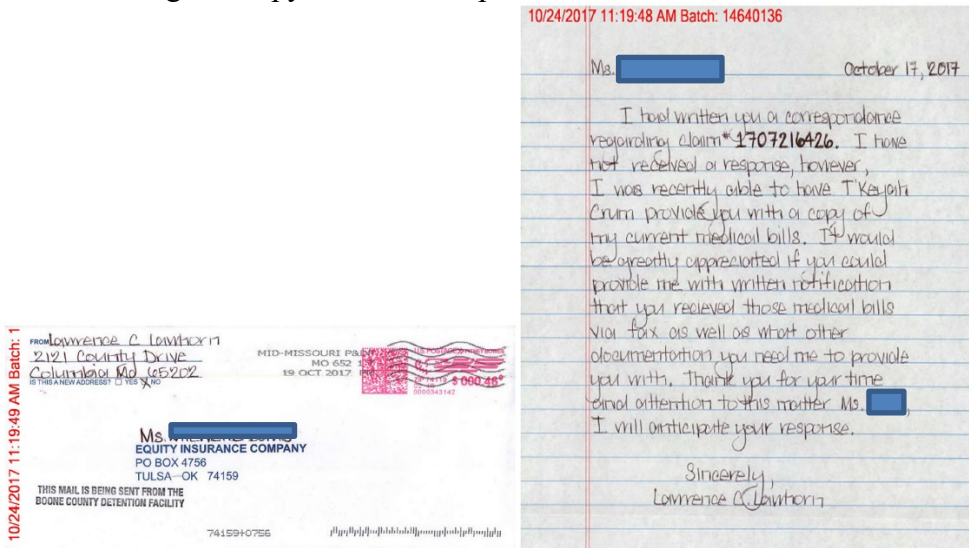
The FBI SA looked at the claim file and determined the claim was initially handled by Driver 1's insurance company, State Farm Mutual Automobile Insurance Company ("State Farm"). However, the claim was eventually handled by Owner 1's insurance company, Equity Insurance ("Equity"). Driver 1 told Equity that at approximately 2:30 p.m. on 6/5/2017, she was driving her car and she was unfamiliar with the area but thought that she was at Oakland Church Road and Brown Station Road. Driver 1 approached the stop sign at the intersection

when her car was hit. Driver 1's head hit the steering wheel and she doesn't remember anything after that.

A review of the State Farm claim file shows State Farm issued a check in the amount of \$5,000.00 on June 22, 2017, to the defendant. A letter with the check dated June 22, 2017, and addressed to the defendant at 5601 Manning Ave, Raytown, MO. The letter shows a \$5,000.00 payment was made on June 22, 2017. The FBI SA spoke to State Farm, and they said all settlement checks are mailed via USPS unless otherwise noted in the claims files. The FBI SA did not note any information in the claim file to show it was mailed by UPS or FedEx.

The FBI SA obtained the defendant's bank records from Bank of America. The \$5,000 check to the defendant was deposited into a checking account at Bank of America on June 29, 2017. On July 3, 2017, an ATM withdrawal was made from the defendant's account in the amount of \$800. On July 5, 2017, a cash withdrawal was made at a teller window in the amount of \$4,000.

The FBI SA reviewed the Equity Insurance claim file. The FBI SA noted a handwritten letter that was mailed to Equity Insurance in Tulsa Oklahoma on October 19, 2017. The letter was mailed from the Boone County Jail, where the defendant was jailed at that time. The letter pertains to the defendant having Driver 1 send medical bills to Equity and a request that Equity show they received the bills. The following is a copy of the envelope and letter.



On October 25, 2017, a claims representative with Equity wrote the defendant at Boone County Jail. The letter pertained to Equity not receiving any medical bills, and it referenced an enclosed medical authorization. According to the Equity claim file, on or about November 16, 2017, a fax was sent to Equity from the defendant which included the defendant's medical bills. Equity noted receipt of the fax and bills on November 17, 2017. On November 27, 2017, Equity sent a letter to the defendant at Boone County Jail. The letter referenced a settlement as

well as referenced containing a release. On December 14, 2017, a fax was sent to Equity and a release signed by the defendant was included.

On January 2, 2018, Equity issued a check to the defendant in the amount of \$1,500.00 for pain and suffering. The check was mailed to the defendant at 5309 Lewis Ave, Kansas City, MO. That check was deposited into the defendant's Bank of America account. Equity also issued three (3) checks to University Hospital totaling \$5,390.68 to pay for the defendant's medical bills.

The FBI calculated the total loss as follows:

- a. Equity Insurance - \$27,866.74
  - i. Driver 1 - \$19,059.00
  - ii. Lawrence Lawhorn - \$1,500.00
  - iii. University Hospital - \$5,390.68
  - iv. State Farm - \$1,912.06
  - v. Boone County Sheriff's Dept. - \$5.00
- b. State Farm - \$10,000.00
  - i. Driver 1 - \$5,000.00
  - ii. Lawrence Lawhorn - \$5,000.00
- c. Boone Hospital - \$1,141.50
  - i. Lawrence Lawhorn - \$1,141.50
- d. United Healthcare - \$7,696.89

The FBI calculated the total loss of \$46,705.13 related to this incident.

By entering into this agreement, the defendant admits that he voluntarily and intentionally joined an agreement with one or more unindicted co-conspirators to commit wire and mail fraud as it pertains to the June 5, 2017, automobile incident outlined above. The defendant admits that the purpose of the conspiracy was to obtain money from State Farm and Equity by making false representations about bodily injuries and personal liability concerning medical bills to State Farm and Equity as it pertains to the June 5, 2017 automobile incident.

### **December 17, 2017 Automobile Incident**

On December 17, 2017, at approximately 7:35 p.m., an individual ("Driver 2") was driving a 2010 Chevrolet Traverse ("Traverse"). In the Traverse was a passenger ("Passenger 1"). At the intersection of Mauller Road and Highway VV in Columbia, Missouri, the Traverse rear ended a 2015 Nissan Altima ("Altima") owned and driven by Brown. (05) Defendant Matthew Akins ("Akins") and (04) Defendant Michael Carter ("Carter") were passengers in the Altima. Boone County Sheriff's Deputies responded to the scene. They observed the Traverse facing east on Mauller Rd. at the intersection of Highway VV. They observed the Altima sitting approximately 15 feet off the roadway southwest of the intersection. They observed tire marks leading from the front end of the Traverse to where the Altima



was sitting. They observed minor damage to the rear end of the Altima and a few scratches to the Traverse with nothing broken. However, Brown and Akins were unconscious, and Carter was sitting on the ground outside of the Altima. The occupants of both vehicles were transported to the hospital by ambulance with no apparent injuries. This incident site is approximately 1.2 miles from the site of the August 11, 2018 incident involving (08) Defendant Tiera Wallace, (09) Defendant Lanay Wallace, (19) Defendant Cedrick Goldman, and (10) Defendant Dylan Danielsson. It is also approximately 5 miles from the June 5, 2017 automobile incident involving the defend/ant.

After the incident, Brown, Akins, Passenger 1, Driver 2, and Carter were transported to University Hospital in Columbia, Missouri. Brown complained of headache and lower back pain. The hospital conducted a CT scan of her head and back with no acute injuries found. Akins was treated by doctors who noted he was *not* unconscious, had issues remembering his birthdate, but gave it to the doctors, and complained of pain in his upper quadrant. Doctors ran CT scans and X-rays on Akins; they noted no acute injuries; doctors prescribed Naproxen and discharged Akins. Carter told doctors he had wrist pain. CT scans and X-rays were taken. Doctors noted there was a fracture through the waist of the scaphoid along with mild soft tissue swelling. Doctors placed Carter in a thumb spica splint.

Sheriff Deputies interviewed Brown and she said she was stopped at the intersection, attempting to turn south on Highway VV when she was struck from behind and then she woke up in the grass. The other passengers, Akins and Carter, said the same thing about being struck from behind and waking up to medical personnel. Deputies also talked to Driver 2 and s/he stated that s/he was traveling eastbound on Mauller Rd. approaching Highway VV. S/he observed a vehicle in front of him/her slowing for a stop and eventually stopping. The vehicle moved again. Driver 2 stated a container of teddy grams fell onto the driver's side floorboard and s/he was trying to get the container. S/he said as s/he was getting the container, s/he struck the vehicle in front of her/him. S/he said she was going approximately 30 mph.

The FBI SA obtained the claim file from American Family Insurance ("AFI") and reviewed the medical records and bills Brown and the other defendants submitted to AFI for the December 17, 2017 incident. The FBI SA then obtained the medical records and bills from the individual medical providers and found the following:

- a. On December 19, 2017, and December 27, 2017, Brown went to the Centerpoint Medical Center emergency room in Independence, Missouri. Brown complained of headaches and lower back pain in connection with the December 17, 2017, incident. Doctors did not find any acute injuries.
- b. On December 28, 2017, Brown went to St. Luke's East Hospital, Lee's Summit, Missouri, complaining of headaches, back pain and neck pain. While at St.

- Luke's, Brown requested a repeat CT scan of her head. Doctors did not find any acute injuries.
- c. On December 19, 2017, Carter returned to University Hospital and complained that his wrist was getting worse. Doctors performed a CT scan of the wrist which showed a wrist fracture. He told doctors he was in a vehicle accident and was hit by a vehicle going 55 mph. It was decided that surgery was to be performed to repair the wrist. A surgeon with University of Missouri Health Care ("Doctor 1"), conducted the surgery. Doctor 1 started the surgery and when he opened up the defendant's wrist, he stated in his notes, "I did not find any hematoma which indicated this was not a fresh fracture. I was able to inspect the fracture edges of the scaphoid. The fracture edges were sclerotic consistent with non-union. I then changed my plan from open reduction internal fixation through minimal approach to non-union repair required standard dorsal approach." The FBI SA interviewed Doctor 1 and he stated that the fracture was not fresh but there was injury to the ligaments, which could have been caused by a motor vehicle accident.

The FBI SA also reviewed all contacts the defendants had with AFI concerning the December 17, 2017 incident. Driver 2 reported the incident to AFI on December 18, 2017, via telephone. S/he told AFI in a recorded statement on December 18, 2017, that s/he was going 20 mph or less when s/he collided with the vehicle. The FBI SA reviewed the claim file from AFI and noted Driver 2 obtained insurance on the vehicle on December 15, 2017. The FBI SA also looked at Driver 2's Facebook page and found that s/he was Facebook friends with Brown, the defendant, and Akins. The FBI SA looked at Akins' Facebook page and observed he was Facebook friends with Driver 2 and Brown.

An Accident Reconstruction Expert with the Missouri State Highway Patrol ("MSHP Expert") did a preliminary examination of the accident and stated that the damage to the vehicles was inconsistent with statements given by the people involved in the accident. The MSHP Expert believes the Traverse was going less than 10 miles per hour when it collided with the Altima.

According to the claim notes obtained by the FBI, on December 20, 2017, Akins called AFI and made a statement about the accident. Akins stated that he was unconscious but was taken to University of Missouri Hospital emergency room. Akins stated that he was unconscious but was told by doctors that they conducted a series of CT scans and X-rays.

Brown called AFI on January 2, 2018, to discuss her claim. According to the claim file notes, Brown would not sign a medical authorization form because she was going to gather the medical records and bills and send them to AFI. On January 9, 2019, AFI emailed the defendant at latoyab323@yahoo.com a Release and Indemnity Agreement for Brown to sign in order to receive a settlement check.



According to the claim file notes, Brown signed AFI's "Release and Indemnity Agreement" on January 10, 2018.

On January 16, 2018, AFI received a call from a person claiming to be Carter. Carter gave a statement to AFI about the incident, which was recorded. Law enforcement familiar with the defendant listened to the recording. Law enforcement opined the person on the recording speaking to AFI is the defendant.

According to the claim notes obtained by the FBI, on January 17, 2018, at 11:47 a.m., Akins spoke to AFI. AFI told Akins they needed his medical records to make a correct valuation for his claim. On January 17, 2018, at 1:09 p.m., Akins contacted AFI and told AFI he was uncomfortable releasing his medical records as the records contained private information. Akins told AFI he wanted to proceed with valuation of the claim without the medical records. Akins signed AFI's "Release and Indemnity Agreement" on January 18, 2018.

The FBI SA obtained Brown's bank records for U.S. Bank, account ending in 6951 via Grand Jury subpoena. The FBI SA noted the account was opened on January 18, 2018. The FBI SA noted on January 22, 2018, a \$920.00 check from AFI was deposited into Brown's U.S. Bank account, and \$200.00 in cash was withdrawn. The FBI SA noted on February 1, 2018, a check in the amount of \$12,878.23 from AFI was deposited into the Brown's U.S. Bank account, and \$6,000.00 in cash was withdrawn from the account. The FBI SA reviewed the AFI claim file and noted on January 25, 2018, AFI issued a check to Brown in the amount of \$12,878.23, check number 244712. The check was mailed to Brown at 5309 Lewis Avenue, Kansas City, MO. The check was issued to pay for the defendant's medical bills.

On January 24, 2018, Carter signed AFI's "Release and Indemnity Agreement." On the same date, AFI issued a check to Carter, check number 241210, in the amount of \$50,000.00, which was mailed via the United States mail to 6 Bright Star Dr., Columbia, Missouri. The check was issued to pay for Carter's medical bills. The FBI SA investigated the 6 Bright Star address and determined it was an address the defendant provided to Boone County Pretrial Services in December 2017. In addition, it was an address that was also listed in a Columbia, Missouri business application for "Rich and Rare Music Group". The application listed "Lawrence Courtney Lawhorn" as the applicant. Finally, an insurance settlement check concerning the August 11, 2018, incident for (19) Defendant Goldman was also mailed to the 6 Bright Star address.

On January 30, 2018, AFI issued a check to Akins in the amount of \$9,977.55. The check was mailed to 14195 Old Highway 66, Saint James, MO via United States mail. The check was cashed on February 7, 2018.

The FBI SA also obtained Carter's banking records and found the following as it pertains to the defendant and Carter. On February 1, 2018, Carter opened two separate accounts at U.S. Bank. On the same date, \$20,000 was deposited into one of Carter's U.S. Bank accounts. On the same date, \$20,000.00 was deposited into Carter's other U.S. Bank account. On the same date, \$10,000.00 in cash was withdrawn from the bank.

On February 2, 2018, five (5) cashier's checks were purchased from one of Carter's U.S. Bank Accounts in the amount of \$4,000.00 each. On the same date, \$7,000.00 in cash was withdrawn from Carter's other U.S. Bank Account. All five (5) cashier's checks were made payable to "Lawhorn C. Lawhorn" or "Lawrence Lawhorn". On February 9, 2018, the remaining funds from the \$50,000.00 AFI check were gone and Carter's U.S. Bank account was closed.

The FBI confirmed with AFI that all checks were mailed from outside the state of Missouri. The FBI calculated the total loss as follows:

- a. American Family Insurance - \$92,868.02
  - i. Michael Carter - \$50,000.00
  - ii. Latoya Brown - \$17,741.34
  - iii. Matthew Akins - \$12,777.55
  - iv. Passenger 1 - \$11,643.32
  - v. Enterprise Rent A Car - \$495.81
  - vi. Slate Towing and Performance - \$210.00
- b. University Hospital - \$73,285.77
  - i. Michael Carter - \$52,898.28
  - ii. Matthew Akins - \$9,977.55
  - iii. Passenger 1 - \$5,814.47
  - iv. Latoya Brown - \$4,595.40
- c. St. Luke's East Hospital - \$4,738.25
  - i. Latoya Brown - \$4,738.25
- d. Boone Hospital - \$1,695.00
  - i. Latoya Brown - \$1,695.00
- e. Centerpoint Hospital - \$3,119.07
  - i. Latoya Brown - \$3,119.07
- f. Metro Emergency Physicians, LLC - \$594.00
  - i. Latoya Brown - \$594.00
- g. Insurance Companies - \$2,451.00
  - i. Driver 1 - \$1,870.93
  - ii. Passenger 1 - \$580.07

The FBI calculated the total loss of \$178,751.11 related to this incident. The FBI also determined from the occupants' medical billing statements that none of the medical bills incurred by the occupants in the December 17, 2017, incident

have been paid other than the health insurance payments made on behalf of Driver 2 and Passenger 1.

By entering into this agreement, the defendant admits that he voluntarily and intentionally joined an agreement with one or more of the defendants to commit wire and mail fraud as it pertains to the December 17, 2017, automobile incident outlined above. The defendant admits that the purpose of the conspiracy was to obtain money from AFI by making false representations about bodily injuries and personal liability concerning medical bills to AFI as it pertains to the December 17, 2017, automobile incident.

### **May 12, 2018 Automobile Incident**

On May 12, 2018, a motor vehicle collision occurred at the intersection of N. Oakland Gravel Road and E. Alfalfa Dr., Boone County, Missouri. Brown was driving a black 2012 Honda Accord (“Honda”). Also, in the vehicle was (06) Defendant Michael Stuart Smith (“Smith”), (07) Defendant Taron Donte Ford (“Ford”), and another passenger (“Passenger 3”). The Honda was owned by Passenger 3. The other vehicle was a 2003 Chevrolet 1500 truck (“Chevrolet”) driven by another individual (“Driver 3”). There was also a passenger in that vehicle (“Passenger 2”). The Chevrolet was insured by Passenger 2. The insurance company was State Farm.

According to the Boone County Sheriff Department Uniform Crash Report, the black Honda was stopped at the intersection when the Chevrolet rear ended the Honda. This caused the Honda to turn east, travel off the roadway and into a chain link fence. When Boone County Sheriff Department Deputies arrived, Driver 3 was conscious. Passenger 2 was unconscious. Driver 3 told a Boone County Sheriff Department Deputy that s/he was driving the Chevrolet and smoking a cigarette. Ash from the cigarette blew back at her/him and got into her/his face when the Chevrolet collided with the Honda. All occupants of the Honda were unconscious, and no statement was obtained. A Boone County Sheriff Department Deputy noted that there was one set of skid marks which the Deputy believed belonged to the Honda which showed the Honda was stopped at the stop sign with its breaks engaged. The Deputy noted there was no skid marks for the Chevrolet which showed no signs of breaking. Both vehicles did not have airbag deployment. Pictures taken from the scene show little to no damage to the front end of the Chevrolet. Pictures of the Honda show minimal damage to the Honda.

All drivers and passengers were transported to University of Missouri, University Hospital. All drivers and passengers were discharged that day and none of the drivers and passengers had any acute findings. On May 18, 2018, Brown went to BJC Healthcare in Columbia, Missouri complaining of headaches due to the motor vehicle collision of May 12, 2018. Brown was seen by doctors and was discharged with no acute findings. On May 23, 2018, Brown went to St. Luke’s

East Hospital of Kansas City. Brown complained of pains in the left side of the chest and upper back and left arm. She also reported dizziness and blurred vision. The defendant was given X-ray and CT scans with negative acute findings. The defendant was discharged home.

An accident reconstruction expert with the Missouri State Highway Patrol (“MSHP Expert”) evaluated the evidence in the case. The parties agree that if the MSHP Expert were called to testify, he would testify as follows:

- a. The MSHP Expert’s analysis reveals the two-vehicle crash which purportedly occurred on May 12, 2018, which in his expert opinion does not appear to have occurred as the occupants and drivers claim.
- b. It is the MSHP Expert’s opinion that the incident was a low-speed crash of the Chevrolet into the Honda.
- c. The MSHP Expert’s time/distance analysis indicated the Honda would have been stopped at the stop sign, with no reported traffic in the area, for an inordinate amount of time.
- d. The MSHP Expert also found post-collision movement for the Honda Accord was inconsistent with crash dynamics and the laws of physics. Without an angled impact from the striking vehicle (the Chevrolet) which would have caused tires/wheels to be pinned, there is no reason for the Honda to suddenly veer sharply to the right and travel off the roadway.
- e. The MSHP Expert noted based upon the impact damage, the vehicles struck bumper to bumper from front to rear, where the center of gravity for both vehicles was in close alignment. Therefore, the post-collision movement of the Honda was most-likely due to steering and acceleration input from the driver. However, the MSHP Expert noted statements by the defendant that she said she was unconscious from the impact.
- f. The MSHP Expert noted the injury patterns are likewise inconsistent with the crash dynamics and low-speed nature of the collision. Both vehicles were equipped with secondary occupant protection devices (such as air bags), none of which were activated, further indicating a low-speed impact.

Further investigation by the FBI SA found the Facebook pages of Passenger 3 and Driver 3. The FBI SA noted that Driver 3 and Passenger 3 were friends on Facebook. The FBI SA noted that the defendant was involved in a motor vehicle collision on June 5, 2017 approximately 2.7 miles from the location of the motor vehicle collision on May 12, 2018. In addition, the FBI SA also determined the May 12, 2018 incident was approximately 2.8 miles from the December 17, 2017 incident.

In addition, the FBI SA learned that Smith and the defendant know each other. This is based, in part, by numerous Snapchat messages between a Snapchat account “courtmcAllister” and Snapchat account “black504mike”. Snapchat account “courtmcAllister” was created on December 20, 2018 and had an email

address of “courtneymcallister007@gmail.com”. The FBI SA obtained subscriber information for “courtneymcallister007@gmail.com” from Google and learned that email account was created on December 20, 2018 and the name on the account was Courtney McAllister, an alias of the defendant. The Snapchat account contained many pictures and videos of the defendant. The FBI SA also obtained information for Snapchat account “black504mike”. The FBI Agent also observed a picture of Smith and the defendant together. The FBI SA also observed Snapchat messages between “courtmcallister” and Snapchat account “tyweed4300”. The FBI SA obtained subscriber information for “tyweed4300” and determined it was Ford’s Snapchat account. The information between “courtmcallister” and “tyweed4300” pertained to the February 21, 2019 automobile incident.

Further records obtained by the FBI show that on May 24, 2018, Ford and Smith were in a motor vehicle accident on I-70 in Cooper County, Missouri. According the MSHP Uniform Crash Report, a vehicle driven by Ford and owned by Smith was in the left lane when a vehicle in the right lane hit the vehicle that Ford was driving. This resulted in a rollover of Smith’s vehicle. The vehicle that hit Smith’s vehicle did not stop. According to medical records of Smith obtained by the FBI, Smith went to Research Medical Center, Kansas City, Missouri on May 25, 2018 regarding a recent motor vehicle accident. According to an email submitted to State Farm from the email address “michealstuartsmith1@gmail.com”, the State Farm Claims Adjuster was told that Smith’s pain from the May 12, 2018 accident did not go away, so Smith went to the Research Medical Center emergency room on May 25, 2018. There was no mention to State Farm that Smith was involved in an accident on May 24, 2018. The FBI did not find an insurance claim submitted for the May 24, 2018 incident.

The FBI SA reviewed the claim file and noted the following call State Farm received from the defendant:

- a. June 1, 2018 – Brown called State Farm to discuss settlement. Brown rejected State Farm’s settlement of \$1,000.00 for pain and suffering. Brown told State Farm she was still having post-concussion symptoms, dealing with dizziness and blurriness which is preventing her from driving. Brown went back to ER where they did more X-rays and CT scans. Brown told State Farm the doctors advised her that it can take up to 6 weeks for symptoms to resolve. The FBI SA reviewed the defendant’s medical records and did see any findings for concussion but that all findings were negative for acute injuries.
- b. June 5, 2018 – Brown called State Farm to confirm State Farm received supporting documents for her “BI” claim as she wanted to settle. State Farm told Brown they would review the documents. Brown stated she wanted to expedite the settlement as she was in need of the funds.
- c. June 7, 2018 – Brown contacted State Farm and was upset that her claim was not settled yet. State Farm explained authorization for settlement was pending. State Farm stated it was missing medical bills to finish settlement. Brown told

State Farm she wanted to settle without those bills. State Farm explained the defendant would be responsible for the missing bills. Brown understood and that she would cover any bills they did not have in the file.

- d. June 8, 2018 – Brown contacted State Farm requesting settlement of the claim and said that the claim should have been settled already as State Farm should pay whatever the bill amount. State Farm explained to the defendant about benchmark pricing. Brown did not agree and according to State Farm Brown went on for several minutes advising what State Farm must do and pay. Brown insisted the claim must be resolved that day. Later, Brown contacted another State Farm agent and wanted to settle the claim that day on an Agreement and Release.
- e. On June 11, 2018 – Brown contacted State Farm and requested a copy of the agreement and release she completed the prior week.

On June 13, 2018, State Farm received a call from Brown regarding her settlement check. She told State Farm she was moving from Kansas City to Columbia, Missouri. According to the State Farm claim notes, Brown requested that State Farm stop payment on a check that was mailed and to reissue a new check to new address. On June 13, 2018, State Farm sent a settlement check to Brown at 4411 Ria Street, Columbia, MO via UPS in the amount of \$18,528.25, check number 568939. The FBI SA obtained banking records for Brown's U.S. Bank account. The check was deposited into Brown's account and \$1,500.00 was taken out in cash on June 15, 2018. The cash out ticket reported Columbia Business Loop, Columbia, Missouri as the branch location. On June 18, 2018, \$5,129.00 was withdrawn from Brown's U.S. Bank account. The U.S. Bank account for Brown was closed in December 2018.

On or about May 14, 2018, an accident claim was opened with State Farm for the motor vehicle collision by Passenger 2. Passenger 2 included an email claim which included Passenger 2's email address, "R[----].P[-----]@yahoo.com"<sup>1</sup> Thereafter, Brown, Ford, and Smith submitted injury claims and hospital bills to State Farm. Ford submitted medical records and bills for the hospital visits on May 12, 2018 to State Farm under the May 12, 2018 claim. The FBI SA reviewed the State Farm claim file and discovered several emails to State Farm from the passengers and drivers from the motor vehicle incident on May 12, 2018. The email, content and subscriber information follows:

- a. On June 4, 2018, State Farm received an email from "latoyab323@yahoo.com" which included medical bills and job invoices. The FBI SA obtained the subscriber information for "latoyab323@yahoo.com" from Yahoo! and determined the account belonged to Brown.
- b. On June 5, 2018 at 3:57 PM, State Farm received an email from "r[---]m[----]1959@gmail.com".<sup>2</sup> The email included medical and billing records for

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<sup>1</sup> The parties acknowledge this email address has been redacted.

<sup>2</sup> The parties acknowledge that the email addresses in paragraphs b, d, and e have been redacted.



- Passenger 3. The FBI SA obtained information for that email account from Google. The account was created on June 5, 2018 at 3:51 PM. The account had a recovery Short Message Service (“SMS”) phone number of 573-355-1669.
- c. On June 13, 2018 at 12:35 AM, State Farm received an email from “michealstuartsmith1@gmail.com”. This email included medical and billing records for Smith. The FBI SA obtained information for that email account from Google. The account was created on June 7, 2018 at 11:45 AM. The account had a recovery SMS phone number of 573-355-1669.
  - d. On June 13, 2018 at 2:31 AM, State Farm received an email from “wb[----]85@gmail.com”. The email included medical and billing records for Driver 3. The FBI SA obtained information for the email account from Google. The account was created on June 13, 2018 at 2:27 AM. The account had a recovery SMS phone number of 573-355-1669.
  - e. On June 13, 2018 at 2:36 AM, State Farm received an email from “p[-----]achel86@gmail.com”. This included medical and billing records for Passenger 2. The FBI SA obtained information for the email account from Google. The account was created on June 13, 2018 at 2:34 AM. The account had a recovery SMS phone number of 573-355-1669.
  - f. On June 13, 2018 at 2:40 AM, State Farm received an email from “taronford@gmail.com”. This included medical and billing records for Ford. The FBI SA obtained information for the email account from Google. The account was created on June 13, 2018 at 12:50 AM. The account had a recovery SMS phone number of 573-355-1669.

The FBI SA spoke to a representative at State Farm and determined the email address that received the above emails was “statefarmclaims@statefarm.com”. The representative stated that all emails are sent to central servers outside the State of Missouri – to either Atlanta, Georgia or Dallas, Texas. Those emails are stored and then can be viewed by the claim specialist handling the claim at that agent’s home office.

The FBI SA obtained subscriber information for the number 573-355-1669 and determined the subscriber was 2 Real Fitness, which is owned by an acquaintance of the defendant. The FBI SA obtained a business license application from the City of Columbia, Missouri for Rich and Rare Music Group which reported the defendant as the owner of Rich and Rare Music Group. In the contact information section of the application the phone number of 573-355-1669 was listed for both the business telephone number and the defendant’s telephone number. The date of the application was May 30, 2018. The FBI SA also noted that number 573-355-1669 was used as a SMS recovery phone number for another email account used to communicate with an insurance company concerning a motor vehicle incident that occurred on August 11, 2018. None of the people involved in that motor vehicle incident were involved in the May 12, 2018 motor

vehicle collision. The August 11, 2018 motor vehicle incident occurred approximately 4 miles from the May 12, 2018 motor vehicle incident.

The FBI SA looked through the State Farm claim file notes and observed a call from Passenger 3 on June 4, 2018 in which Passenger 3 stated State Farm had permission to speak to Passenger 3's father, R.M. State Farm was provided a telephone number of 816-535-8220. The FBI SA determined carrier for 816-535-8220 was TextNow. The FBI SA obtained the subscriber information for 816-535-8220 from TextNow. The subscriber information has a username of "courtkiddshit" and an email address of "richkiddocourt@gmail.com". The account for 816-535-8220 was active from June 8, 2018 to June 29, 2018. The FBI SA obtained subscriber information for "richkiddocourt@gmail.com" from Google. The account name was listed as "Courtney McAllister". A search warrant of Google was obtained for the email address "richkiddocourt@gmail.com". Google complied with the search warrant and provided emails to the FBI. The FBI SA examined the emails and observed an email from the email address "latoyab323@yahoo.com" to "richkiddocourt@gmail.com" which had an attachment for a contract for Rich and Rare Music Group. The FBI Agent was able to review the contract and noted it stated the contract was an agreement between "Courtney McAllister also known as Lawrence C. Lawhorn". The contract also contained an email address associated with the defendant, which was "McallisterMusicGroup@gmail.com". It also contained a mailing address of 6 Bright Start Drive, Columbia, Missouri, which the FBI SA knows is associated with the defendant because it was listed as the defendant's resident address to the Boone County pre-trial release program.

The FBI SA obtained toll records for 816-535-8220 and determined two calls were placed from that number to 402-327-3729: (1) on June 8, 2018 at 9:00 PM (UCT, which is 4:00 PM (CST) which lasted approximately 10 minutes; and June 11, 2018 at 5:17 PM (UCT), which is 11:17 AM CST), which lasted approximately 20 minutes. The FBI SA determined the number 402-327-3729 was a State Farm claim specialist's telephone number. State Farm claim file notes indicate the State Farm employee handling the call received a call from R.M. on June 8, 2018 at 4:11 PM (CDT). State Farm claim file notes indicate the claim specialist handling the call received a call from R.M. on June 11, 2018 at 12:45 PM (CDT) wherein R.M. wanted to settle Passenger 3's claim.

The FBI SA interviewed R.M. R.M. confirmed Passenger 3 is his child. R.M. stated he was not aware Passenger 3 was involved in a motor vehicle incident on May 12, 2018. R.M. stated he never spoke to State Farm on behalf of Passenger 3 and he did not give anyone authority to speak to State Farm on his behalf. R.M. also stated that the email "r[---]m[----]1959@gmail.com"<sup>3</sup> is not his email address and he never used such email address. He never emailed anything to State Farm on Passenger 3's behalf.

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<sup>3</sup> The parties acknowledge this email address has been redacted.

On June 13, 2018, a State Farm claim specialist received a call from Smith. According to the claim file notes, Smith refused the offered settlement and release, and would only accept full/final settlement. The State Farm claim specialist explained that they just received his medical records and that they needed to review his records. Smith said he understood.

On June 18, 2018, State Farm received a call from Smith. The State Farm claim specialist advised him that his claim was pending review. Smith requested State Farm contact him via email if they could not reach him on the phone. State Farm confirmed they had the correct address of “michealstuartsmith1@gmail.com”.

On June 19, 2018, an email was sent from the email account “michealstuartsmith1@gmail.com” to “statefarmclaims@statefarm.com” which contained an attachment. The attachment was a release form signed by the defendant. The release was in consideration for a settlement in the amount of \$30,130.00.

On June 21, 2019 at 2:44 p.m. (CST), a State Farm claim representative spoke to Ford via phone, which Ford consented to be recorded. This concerned the May 12, 2018 incident. During the recording, Ford verbally agreed to release the insured from any further claims, and he agreed to settle the claim for \$14,369.25 which included all medical bills and pain and suffering.

On June 21, 2019, State Farm sent a settlement check to Ford at 6905 E. 143rd Street, Grandview, MO, via the United States Postal Service in the amount of \$14,369.25, check number 574699. The FBI SA obtained Ford’s bank account at Mazuma Credit Union. The State Farm check was deposited into Ford’s Mazuma Credit Union account on June 26, 2018. There was a five (5) day hold placed on the check. On July 3, 2018, two withdrawals were made from Ford’s Mazuma Bank account in the amounts of \$10,000.00 and \$2,300.00. On July 5, 2018, a withdrawal of \$2,050.00 was made on the Ford’s Mazuma Credit Union account which left a balance of \$20.55.

On July 20, 2018, State Farm issued a settlement, check #593191, in the amount of \$30,130.00 made out to “Michael Stuart Smith”. State Farm mailed the check via the United States Postal Service to Smith at 3807 Chestnut Ave, Kansas City, MO.

According to records obtained by the FBI from “Check\$mart”, Smith cashed the check from State Farm in the amount of \$30,130.00 at a “Check\$mart” in Blue Springs, Missouri on July 27, 2018. Smith was charged a fee of \$1,807.80 to cash the check. He obtained \$28,322.22 in cash. The FBI SA obtained a picture taken from Smith’s cashing of the check on July 27, 2018. The FBI SA confirmed the person in the picture was Smith.

The FBI SA spoke to a State Farm claim specialist and was informed that all settlement checks were mailed from a State Farm office located in Lincoln, Nebraska.

The FBI reviewed the total payouts by State Farm to include payouts to the participants as well as payouts to third party vendors as a result of the May 12, 2018 incident. The payouts are as follows:

- a. Michael Smith - \$30,130.00
- b. Latoya Brown - \$18,528.25
- c. Taron Ford - \$14,369.25
- d. Passenger 2 - \$9,572.39
- e. Passenger 3 - \$9,316.42
- f. University Hospital - \$3,448.93
- g. River Regions Credit Union - \$9,013.50
- h. Hertz - \$642.15
- i. Cross Country Motor - \$718.50
- j. CoPart Inc. - \$87.50
- k. Perry Legend - \$4,578.45

The FBI also examined the loss to hospitals because of the automobile incident that occurred on May 12, 2018. Those payments are as follows:

- a. University Hospital:
  - Latoya Brown - \$4,804.95
  - Michael Smith - \$6,335.45
  - Taron Ford - \$11,874.75
  - Passenger 2 - \$579.30
  - Passenger 3 - \$5,468.84
- b. Boone Hospital
  - Latoya Brown - \$2,251.30
  - Passenger 2 - \$1,697.30
  - Passenger 3 - \$2,526.59
- c. Research Medical Center
  - Michael Smith - \$22,294.30
- d. St. Luke's East Hospital
  - Latoya Brown - \$7,767.00
- e. Metro Emergency Hospital
  - Latoya Brown - \$877.00

Cigna paid \$2,817.21 to the University Hospital and University Physicians for Passenger 2's medical bills related to this incident. The FBI calculated the total loss of \$170,160.64 related to this incident. The FBI also determined from the occupants' medical billing statements that none of the medical bills incurred by the

occupants in the May 12, 2018 incident have been paid other than the bills paid by State Farm and Cigna.

The defendant, by entering into this plea agreement, agrees that he entered into an agreement with other co-conspirators, charged and uncharged, to defraud State Farm by submitting false medical and insurance claims to State Farm in regard to an automobile incident on May 12, 2018. The defendant admits that the purpose of the conspiracy was to obtain money from State Farm by making false representations about bodily injuries and personal liability concerning medical bills to State Farm as it pertains to the May 12, 2018 automobile incident.

### **August 11, 2018 Automobile Incident**

On August 11, 2018 at approximately 9:00 p.m., Boone County Sheriff Department deputies responded to North Creasy Springs Rd. near Mauller Rd, in Columbia, Missouri in regard to a reported automobile hit and run. When deputies arrived, they observed a 2012 Chevrolet Sonic (“Sonic”) off the road facing south on the west side of the roadway. The rear end of the upper portion of the bumper was damaged. There was only one vehicle present. The driver was (08) Defendant Tiera Wallace (“T. Wallace”). T. Wallace was unable to move, but was able to clearly speak. (09) Defendant Lanay Wallace (“L. Wallace”) was in the front passenger seat and was unconscious. (19) Defendant Cedric Goldman (“Goldman”) was in the rear seat, driver’s side. He was also unconscious. (10) Defendant Dylan Danielsson (“Danielsson”) was in the rear seat, passenger side. He was also unconscious. All occupants of the vehicle were transported to the emergency room at the University of Missouri Hospital, Columbia, Missouri (“U.M. Hospital”) via ambulance.

Deputies inspected the scene and collected a headlamp and a foglamp from the roadway. Deputies also collected paint transfer from the rear end of the Sonic. Deputies also took pictures of the scene. Notable, the rear bumper of the Sonic was missing. Deputies did not recover the Sonic’s bumper from the scene. Deputies canvassed the area for a vehicle with front end damage but did not find any such vehicle.

T. Wallace was treated at U.M. Hospital emergency room. Doctors took X-rays and CT scans. Doctors did not find any acute injuries. T. Wallace was discharged that day. L. Wallace was treated at U.M. Hospital emergency room. Doctors took X-rays and CT scans. Doctors did not find any acute injuries. L. Wallace was discharged that day. Danielsson was treated at U.M. Hospital emergency room. Doctors took X-rays and CT scans. Doctors did not find any acute injuries. Danielsson was discharged that day. Goldman was treated at U.M. Hospital emergency room. Doctors took X-rays and CT scans. X rays showed possible fracture/dislocation of 5th digit of left hand; CT scan of spine showed nondisplaced T3 and T11 with possible fracture of T11 tips; doctors placed hand

into splint, and nothing was done for spine except for instructions on how to care. Goldman was discharged that day.

Deputies spoke to T. Wallace. She told the deputies that she was traveling south on Creasy Springs Rd from Mauller Road. She saw a vehicle behind her speed up and then collide with the back end of her vehicle. The defendant stated she then realized she was off the roadway. She was not able to provide a description of the vehicle or who could have crashed into her. Deputies spoke to Danielsson. He said he did not remember anything, except for waking up in the vehicle on the side of the road. Deputies spoke to Goldman who did not remember anything about what happened. L. Wallace was not awake during the deputies time at U.M. Hospital emergency room. After speaking to the occupants and examining the scene, a Boone County Sheriff Department deputy completed a crash report.

An Accident Reconstruction Expert with the Missouri State Highway Patrol (“MSHP Expert”) reviewed the evidence in the case. The parties agree if the MSHP Expert were called to testify, he would testify to the following:

- a. The MSHP expert began his analysis of the crash from the initial crash report and by examining the photographs. During his initial examination of the photographs, he noticed the rear bumper cover from the Chevrolet Sonic was missing. Based on the evidence, he believes the bumper was ostensibly torn from the vehicle during the crash. However, the bumper cover was not located at the crash scene. From the MSHP Expert’s training and experience, based upon the crash forces, the bumper cover would have been forced inward, towards the trunk area. Based upon the MSHP Expert’s experience investigating crashes and examining crashed vehicles, he would have expected to see the bumper cover at the scene. He found that it is very unlikely the bumper cover would have been entangled in the striking vehicle and was subsequently carried away from the crash scene. Furthermore, upon the MSHP Expert’s closer examination of the Sonic, it appeared the vehicle was covered with dust, as if the vehicle had traveled for a time down an unpaved road. Closer inspection revealed the same consistency of dust was covering the surfaces where the bumper cover was affixed. The MSHP Expert opined that had the bumper cover been affixed to the vehicle, it would have prevented the consistent buildup of dust along those surfaces. The roads near the purported crash scene were paved. The MSHP Expert also noted the license plate affixed to the trunk lid did not exhibit the same dust profile and the attachment screws appeared loose, as if the plate was affixed after the crash. The MSHP Expert noted there were no scratches or damage to the plate, as would have been expected if the plate was affixed during the crash. The MSHP Expert also noted clothing was pictured in the trunk, but also does not exhibit any of the corresponding dust. The MSHP Expert noted this discrepancy supports the finding that clothing appeared to have been placed into the truck after the crash because dust was displaced from placing the clothing into the trunk. According to the crash



report, all occupants were either unconscious or non-ambulatory when deputies arrived at the scene. The MSHP Expert also noted the right rear taillight assembly, when photographed by the deputies, was found tucked back into the trunk, obviously inconsistent with the MSHP Expert's experience.

- b. The MSHP Expert, in examining the photographs, noted none of the crash damage intruded far enough as to pin either rear tire/wheel combination. Therefore, the vehicle was still operational after being damaged. The MSHP Expert noted when reconstructing crashes, investigators obtain empirical data from various sources. Expert Autostats provides detailed crash performance statistics as well as vehicle weights and dimensions for specific year, make, and model vehicles. The MSHP Expert examined the Expert Autostats information pertaining to a 2012 Chevrolet Sonic. He noted the bumper strength standards for the make and model of the Sonic are rated at 2.5 miles per hour. Therefore, the bumpers are designed to withstand impacts of 2.5 miles per hour or less without significant deformation or replacement. Furthermore, the Expert Autostats information indicated the weakness of the rear end and trunk area. Estimates of impact speeds from an analysis of crush and deformation pertaining to the rear end would be unreliable due to the weakness. In other words, the rear end portion of these vehicles are known to be weak and exhibit greater damage profiles with lower impact speeds.
- c. The MSHP Expert observed the lack of airbag deployment in the pictures. He checked a Carfax vehicle history report and found no report of any crashes before August 11, 2018. MSHP Expert found, based upon the history report to include the lack of recalls for that make and mode, the vehicle appeared to have been regularly serviced and maintained. He concluded that there did not appear to be any reason for the airbags not to have deployed unless the circumstances were not appropriate for deployment. This could include the vehicle being off and no occupants in the vehicle at the time of the crash. The MSHP Expert noted secondary restraint airbag systems are designed to deploy when the vehicle experiences several deceleration scenarios. Each vehicle equipped with airbag systems has a sensor which detects these scenarios and determines how and when the airbags deploy. The sensors also determine which airbags to deploy, if multiple kinds and types of airbags are equipped. For example, if the vehicle detects a rollover, the vehicle will deploy side-curtain systems and not deploy a knee bolster system from beneath the dash. Airbag systems will typically deploy when the vehicle experiences a rapid change in velocity of eleven miles per hour or greater. The MSHP Expert went on to state assuming the Sonic was traveling at the speed limit of 40 miles per hour when it was struck in the rear, had the vehicle rapidly changed velocity from the rear-end collision, it would have been sped up to at least the speed of the striking vehicle. Additionally, the striking vehicle would have slowed down quickly from the impact. Had the Sonic experienced a rapid change in velocity from 40 to 51 miles per hour, the airbags would have likely deployed. The MSHP Expert

- noted, although it is difficult to determine an impact speed from a crush analysis, he concluded that the impact was much greater than 2.5 miles per hour. From the pictures, the MSHP Expert noted the impact damage included contact damage to the rear bumper, trunk, and left quarter panel. Additionally, induced damage was present on the right rear quarter panel. The right side of the bumper was bent outward indicating the rear of the vehicle struck or was struck by a vehicle or object with a sharply squared-off face.
- d. The MSHP Expert noted the Sonic appeared to have simply been driven off the right side of the road, through a shallow ditch and onto the grassy embankment. The MSHP also noted had the Sonic been forced off the roadway from a violent impact with another vehicle, there would have been some corresponding undercarriage scraping on the ditch when the vehicle left the road. None of the grass or dirt was significantly disturbed, as indicated by the photographs.
  - e. The MSHP Expert went on to state, the Sonic experienced damage to the rear end. However, based upon his examination and analysis, the crash did not occur at the location reported. The missing rear bumper cover and noted dust profile coating the damaged surfaces clearly indicate the vehicle was operated at some point on an unpaved road before being staged along Creasy Springs Road. The damage did not affect the movement of either rear tire/wheel. The license plate was affixed to the rear of the vehicle at some point after travelling down the unpaved road, as none of the corresponding dust was present. The rear license plate also did not appear damaged in any way from the supposed collision. None of the occupants were ambulatory at the crash scene, therefore, they could not have affixed the plate after the reported crash. The lack of airbag deployment is not necessarily dispositive, although had the crash occurred as described and given the speed limit, it is likely the airbags would have deployed.

The FBI SA noted L. Wallace and T. Wallace were related to the defendant. In addition, Danielsson was a known associate of (05) Defendant Matthew Akins who was involved in an automobile incident on December 17, 2017.

The FBI SA examined the claim file from AssuranceAmerica for the August 11, 2018 incident. According to the claim file notes, the defendant obtained the insurance policy on the Sonic on July 10, 2018 and the policy was going to be cancelled on August 24, 2018 for nonpayment. The FBI SA spoke to AssuranceAmerica concerning the August 11, 2018 incident. Based on the information from AssuranceAmerican and the claim file, the FBI SA determined that an employee for AssuranceAmerica (“Employee 1”) handled the claims of all the occupants of the Sonic. If called to testify, the parties agree Employee 1 would testify as outlined, *infra*. According to the claim file, the defendant told Employee 1 that the Sonic did not have insurance from December 2017 until the defendant obtained insurance with AssuranceAmerica on July 10, 2018. Employee 1 communicated with them via telephone or email while Employee 1 was in Atlanta,

Georgia. The West Region Manager for AssuranceAmerica stated all letters and claims checks were mailed by Employee 1 from Atlanta, Georgia to all the claimants.

The FBI SA reviewed the claim file to include email correspondence between the occupants and Employee 1 and/or AssuranceAmerica. The FBI SA observed an email from the email account of [cedgoldman@gmail.com](mailto:cedgoldman@gmail.com) to Employee 1 on September 12, 2018. The email contained an attachment which was the Goldman's medical records and bills from U.M. Hospital for the August 11, 2018 incident. Included in the body of the email was the following, "As well I informed the attorney that I spoke with that based on my previous conversation with you, I believe that I would be able to resolve this matter without retaining his services. I provided you with the totality of my medical bills (and final bill) and am requesting that payment be provided directly to me as i will contact and compensate medical providers directly." The FBI SA obtained the subscriber information for the email account [cedgoldman@gmail.com](mailto:cedgoldman@gmail.com) from Google, LLC ("Google"). The subscriber information showed the account was created on September 4, 2018 at 4:03 p.m. (UTC) with an IP address of 99.195.161.39. The FBI SA also observed that the Short Message Service ("SMS") telephone number associated with the account was 573-355-1669. Throughout the investigation, the FBI SA was familiar with that number as belonging to the defendant. Specifically, the number was used as an SMS telephone number for email accounts created after a May 12, 2018 incident involving Brown as well as Smith and Ford, known associates of the defendant. Further, during the course of the investigation, the FBI SA found an email account associated with the defendant which was [richkiddocourt@gmail.com](mailto:richkiddocourt@gmail.com). The FBI SA obtained a federal search warrant for the [richkiddocourt@gmail.com](mailto:richkiddocourt@gmail.com) account from Google. The FBI SA reviewed the information provided by Google. The FBI SA found an attachment to an email. The email was sent from Brown, email address [latoyab323@yahoo.com](mailto:latoyab323@yahoo.com) to [richkiddocourt@gmail.com](mailto:richkiddocourt@gmail.com). The attachment was a contract for "Rich & Rare Music Group". It listed the address as 6 Brightstar Drive, Columbia, MO. One of the parties to the contract was listed as "Courtney McAllister (also known as Lawrence Lawhorn)." The FBI SA also obtained a City of Columbia business license application for "Rich and Rare Music Group". The applicant was "Lawrence Lawhorn" with an address of 6 Brightstar Dr., Columbia, MO. The telephone number listed in the application was 573-355-1669.

The FBI SA continued to review the claim file and observed a letter from AssuranceAmerica to Goldman written by Employee 1 and dated September 18, 2018. The letter was sent to "Cedrick Goldman, 5200 Millers Road, Columbia, MO 65201." The letter concerned AssuranceAmerica enclosing to Goldman a check for \$4,000.00 for full and final bodily injury settlement for the August 11, 2018 incident. During the investigation, the FBI SA determined Goldman had a bank account with Missouri Credit Union. The FBI SA obtained bank records for the Goldman's account including copies of all checks deposited. The FBI SA noted the \$4,000.00 check from AssuranceAmerican was issued on September 28, 2018,

after the letter. The FBI SA reviewed the notes in the claim file from Employee 1 and noted the following:

- a. On August 28, 2018, a person identifying himself as “Cedric Goldman” contacted AssuranceAmerica and provided an address of 6 Brightstar Drive, Columbia, Missouri. The caller also provided a telephone number of 913-845-7182.
- b. On September 17, 2018, Employee 1 offered the Goldman \$4,000.00 as a settlement. Employee 1 confirmed the Goldman’s address during the conversation.
- c. On September 18, 2018, AssuranceAmerica sent Goldman the letter and \$4,000.00 to 5200 Miller’s Road, Columbia, Missouri.
- d. On September 26, 2018, “Goldman” called AssuranceAmerica and asked AssuranceAmerica to stop payment on the check and send a new check to his new address at 6 Brightstar Dr., Columbia, Missouri.
- e. On September 28, 2018, AssuranceAmerica issued a new check to Goldman and it was mailed to 6 Brightstar Drive, Columbia, Missouri.

The FBI SA determined the service provider for 913-845-7182 was TextNow. The FBI SA obtained call records for the number 913-845-7182 from TextNow and determined 204 calls were made by that number to Employee 1 and/or AssuranceAmerica. The FBI SA obtained the subscriber information from TextNow for 913-845-7182. The subscriber information showed an email associated with the number was [richkiddocourt@gmail.com](mailto:richkiddocourt@gmail.com). The subscriber information showed phone ownership from August 1, 2018 to October 2, 2018.

A further examination of Goldman’s Missouri Credit Union account showed the \$4,000.00 check sent on September 26, 2018 was deposited into the Goldman’s Missouri Credit Union account on October 9, 2018. On October 16, 2018, \$4,000.00 was withdrawn from the Goldman’s Missouri Credit Union account.

The FBI SA also observed an email sent from the email address [lanaywallace@gmail.com](mailto:lanaywallace@gmail.com) to Employee 1 on September 16, 2018. The email contained an attachment which was L. Wallace’s medical records and bills from U.M. Hospital for the August 11, 2018 incident. Included in the body of the email was the following, “I spoke to Cedrick, and he told me to contact you before signing the authorization for the lawyer to enter an appearance. [...] I would ask that you review my medical bills and provide direct payment to me. Once the agreement is reached I’ll sign the release that will release your company from any further liability.” The FBI SA obtained the subscriber information for the email account [lanaywallace@gmail.com](mailto:lanaywallace@gmail.com) from Google. The FBI SA reviewed the subscriber information and saw that the email account was created on September 14, 2018 and the last logon was November 15, 2018. The FBI SA also obtained a Snapchat subscriber information for the account “killa\_nayy20” which is the defendant’s

Snapchat account. The subscriber information showed an email address attached to the account as [lwallace97@gmail.com](mailto:lwallace97@gmail.com).

The FBI SA continued to review the claim file and observed a letter from AssuranceAmerica to L. Wallace written by Employee 1 and dated September 17, 2018. The letter indicated that a check in the amount of \$2,000.00 which represented the full and final bodily injury settlement related to the incident that occurred on August 11, 2018. The FBI SA obtained a copy of the AssuranceAmerica check and determined the check was cashed at a Check into Cash on or about September 26, 2018.

The FBI SA also observed in the AssuranceAmerica claim file an email sent from the email address [wtiera122@gmail.com](mailto:wtiera122@gmail.com) to Employee 1 on October 8, 2018. The email contained an attachment which was T. Wallace's medical records and bills from U.M. Hospital for the August 11, 2018 incident. The FBI SA obtained the subscriber information for the email account [wtiera122@gmail.com](mailto:wtiera122@gmail.com) from Google. The FBI SA reviewed the subscriber information and saw that the email account was created on September 24, 2018 with a last login on June 24, 2019. The FBI SA also obtained a Snapchat subscriber information for the account "teeh.rachelll" which is the defendant's Snapchat account. The subscriber information showed an email address attached to the account as [tiera.wallace@yahoo.com](mailto:tiera.wallace@yahoo.com).

The FBI SA continued to review the claim file and observed a letter from AssuranceAmerica to T. Wallace written by Employee 1 and dated October 19, 2018. The letter indicated that a check in the amount of \$10,000.00 which represented the full and final bodily injury settlement related to the incident that occurred on August 11, 2018. The body of the letter also stated the following, "We have reviewed your signed and notarized release and confirm that you will be responsible for full payment for the related medical bills directly to the providers of service." The FBI SA obtained a copy of the AssuranceAmerica check and determined the check was cashed at a Check into Cash on or about October 26, 2018. The FBI SA also obtained records from Check into Cash concerning the \$10,000.00 check. The records showed that \$9,498.00 was put onto U.S. Money prepaid card by Check into Cash. The FBI SA obtained information concerning the prepaid card and the information showed that a cash advance in the amount of \$3,800.00 off the U.S. Money prepaid card was obtained on October 27, 2018. The remainder of the funds were obtained at ATMs or used in point of sale (POS) transactions through November 28, 2018. After November 28, 2018 there were no remaining funds on the prepaid card.

The FBI SA also observed in the AssuranceAmerica claim file a two page hold harmless agreement signed by Goldman on October 24, 2018. The hold harmless agreement was sent from the [cedgoldman@gmail.com](mailto:cedgoldman@gmail.com) account to the email account of Employee 1 on October 25, 2018. The hold harmless agreement

was witnessed and signed by the defendant and Brown. It was also notarized. The FBI SA observed in the AssuranceAmerica claim file a letter from AssuranceAmerica to Goldman written by Employee 1 and dated October 29, 2018. The letter was sent to Goldman at 6 Brightstar Drive, Columbia, MO. The body of the letter stated that a check from AssuranceAmerica in the amount of \$10,900.00 was included in the letter. The FBI SA obtained a copy of the cashed check which showed the check was cashed at Check into Cash in Columbia, MO on November 2, 2018 despite Goldman having a Missouri Credit Union account. The FBI SA obtained records from Check into Cash concerning this transaction. The records showed that \$353.00 was provided in cash and \$10,000.00 was put onto a U.S. Money prepaid card. The records showed the following cash advances: \$4,000.00 on November 5, 2018; \$4,000.00 on November 6, 2018; and \$2,000.00 on November 7, 2018.

The FBI SA continued to review the AssuranceAmerica claim file and observed a hold harmless agreement signed by Danielsson on November 13, 2018. The hold harmless agreement was sent from the email address [dylanjamesdanielsson@gmail.com](mailto:dylanjamesdanielsson@gmail.com) to the email account of Employee 1 on November 13, 2018. The FBI SA obtained subscriber information for the email account [dylanjamesdanielsson@gmail.com](mailto:dylanjamesdanielsson@gmail.com) from Google. The FBI SA reviewed the subscriber information and observed the account was created on September 4, 2018 from an IP address of 90.195.161.39. This is the same IP address used to create the email account [cedgoldman@gmail.com](mailto:cedgoldman@gmail.com). The FBI SA also observed the last login as June 25, 2019, which is the day after the last login for the [wtiera122@gmail.com](mailto:wtiera122@gmail.com) account.

The FBI SA continued to review the claim file and observed a letter from AssuranceAmerica to Danielsson written by Employee 1 and dated November 15, 2018. The letter was addressed to 4407 Ria Street, Columbia, MO. The letter indicated that a check in the amount of \$5,289.95 which represented the full and final bodily injury settlement related to the incident that occurred on August 11, 2018 was included with the letter. The FBI SA obtained a copy of the check issued to Danielsson and observed it was issued on December 14, 2018, after the letter. The FBI SA observed in the AssuranceAmerica claim file a “Stop Payment Affidavit” signed by Danielsson. The stop payment affidavit requested that Danielsson’s settlement check be mailed to 4407 Ria Street, Columbia, MO. The affidavit also stated the check was not received. The affidavit was emailed to Employee 1 on December 6, 2018 from the [dylanjamesdanielsson@gmail.com](mailto:dylanjamesdanielsson@gmail.com) account. The FBI SA observed the 4407 Ria Street, Columbia, MO address was used by Brown related to automobile incidents she was involved in. The FBI SA also obtained information that the defendant provided this address to Boone County Circuit Court pretrial services when he was on pretrial house detention from December 1, 2018 to December 10, 2018.

The FBI SA also observed that the check was cashed at Check into Cash in Columbia, Missouri on December 18, 2018. The FBI SA obtained records from



Check into Cash and determined the check was cashed and \$5,025.45 was put onto a U.S. Money prepaid card on December 18, 2018. The FBI SA also observed that a cash advance in the amount of \$4,000.00 was obtained on December 18, 2018. The remainder of the funds were obtained at ATMs or for POS transactions through December 20, 2018. The FBI SA observed that a POS transaction occurred at hotel in Columbia, MO at that time.

The FBI reviewed the total payouts from AssuranceAmerica to include payouts to the participants as well as payouts to third party vendors as a result of the August 11, 2018 incident. The payouts are as follows:

- a. Cedrick Goldman - \$14,900.00
- b. Tiera Wallace - \$10,000.00
- c. Dylan Danielsson - \$5,289.95
- d. Lanay Wallace - \$2,000.00
- e. Saber Acceptance - \$4,561.00
- f. EAN Services - \$639.75
- g. CoPart Inc. - \$189.06

The FBI also examined the loss to hospitals or government assisted medical care because of the automobile incident that occurred on August 11, 2018 as follows:

- a. University Hospital:
  - Lanay Wallace - \$8,806.85
- b. Missouri Care
  - Tiera Wallace - \$2,892.30
  - Dylan Danielsson - \$805.50
- c. Medicaid
  - Cedrick Goldman - \$3,396.61

The FBI calculated the total loss of \$53,481.32. The FBI also determined from the occupants medical billing statements that none of the bills incurred by the occupants have been paid.

The defendant, by entering into this plea agreement, agrees that he entered into an agreement with other co-conspirators, charged and uncharged, to defraud AssuranceAmerica by submitting false medical and insurance claims to AssuranceAmerica in regard to an automobile incident on August 11, 2018. The defendant admits that the purpose of the conspiracy was to obtain money from AssuranceAmerica by making false representations about bodily injuries and personal liability concerning medical bills to AssuranceAmerica as it pertains to the August 11, 2018 automobile incident.

## **January 6, 2019 Automobile Incident**

On January 6, 2019 at approximately 8:55 p.m., Kansas City Police Department (KCPD) responded to a report of a vehicle incident at 12815 Little Blue Road, Kansas City, Missouri. When KCPD officers arrived at the scene, they observed the 2015 Nissan Altima<sup>4</sup> in the front yard of 12815 Little Blue Road. A KCPD Officer (“Officer 1”) contacted the driver of the vehicle, who was identified as Brown. Brown told Officer 1 she was driving east on Little Blue Road near Marion Avenue and was struck from behind by an unknown vehicle. Brown told Officer 1 the impact from the hit sent her forward then off the road to the right where she eventually came to stop by hitting a wooden planter in the yard (which looked like a water well). Brown told Officer 1 the vehicle that struck her kept driving east on Little Blue Road. When asked about the make, model or color of the vehicle, Brown stated she did not know.

Officer 1 contacted the other occupants of the vehicle. The front seat passenger was identified as the defendant. There were two other passengers in the back seat (“Passenger 4” and “Passenger 5”). Lawhorn, Passenger 4 and Passenger 5 were unable to describe the vehicle that struck them.

Brown complained of head and neck pain and was transported to the hospital via EMS. The defendant complained of head and back pain and was transported to the hospital via EMS. Passenger 4 complained of head and back pain and was transported to the hospital via EMS. Passenger 5 complained of head and back pain and was transported to the hospital via EMS. All four occupants were transported to St. Luke’s East Hospital.

Officer 1 observed damage to the back left corner of the Altima. Officer 1 also observed damage to the front right of the Altima where it had struck the planter. Officer 1 then went to the area of Little Blue Road and Marion Avenue to search for broken pieces from the accident but was unable to find anything. Officer 1 noted Little Blue Road and Marion Ave was a quarter of a mile west of 12815 Little Blue Road.

The FBI SA obtained the accident claim file from Progressive Insurance Company (“Progressive”). The FBI SA identified all medical records noted in the claim file and obtained the medical records from those medical providers. Brown was seen at St. Luke’s East Hospital on or about January 6, 2019. Doctors ran X rays on the defendant with negative findings and she was discharged. The defendant was seen at St. Luke’s East Hospital on or about January 6, 2019. The defendant told doctors he was rear ended by a vehicle going 35-40 mph. Doctors ran CT scans on the defendant and there was no finding of abnormalities. The defendant was discharged with a prescription for medication. Passenger 4 and

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<sup>4</sup> This is the same 2015 Altima that was in the December 17, 2017 automobile incident.

Passenger 5 were seen by doctors at St. Luke's Hospital on or about January 6, 2019. They were discharged.

On January 8, 2019, Brown went to the Boone Hospital emergency room. According to Brown's medical records, she complained of pain, excessive headaches, and dizziness. Brown told doctors she slipped on stairs due to the effects of the accident. Brown told doctors she was going 55 miles per hour when she was rear ended by another vehicle. Doctors noted she was seen by St. Luke's East Hospital with no noted injuries. Doctors gave the defendant a prescription for medication and sent her home.

On January 9, 2019, the defendant went to University of Missouri Hospital Emergency Room. The defendant told doctors he had two fainting episodes and had blood in his urine. Doctors ran a CT scan and X-rays with no acute injuries found. The defendant was discharged that day.

On January 14, 2019, Brown went to University of Missouri, Women's and Children's Hospital emergency room. She told doctors that she was pregnant and was not feeling the normal things she would normally feel during pregnancy. Doctors ran tests and gave her prescription for medication and sent her home.

The FBI SA obtained loan records for the Altima Brown purchased and noted the following:

- a. Brown purchased the Altima for \$14,929.73 and obtained a loan from Bridgecrest Credit Company ("Bridgecrest") for \$19,674.73 on 2/17/2017.
- b. Brown's payments on the loan were \$245.68 every two weeks. The last payment made on the loan was on 12/6/2018 and that payment was credited to the payment that was due 8/28/2018.
- c. The loan included a purchase of Gap Coverage in the amount of \$1,035.00. Gap Coverage is a type of insurance that covers the difference between the amount a person owes on an automobile loan and the value of the vehicle in the event of a total loss.
- d. Brown's loan balance after the last payment was made on 12/6/2018 was \$19,435.07. The Altima was a 4-year-old vehicle with approximately 144,000 miles on it.

The FBI SA reviewed the Progressive insurance policy Brown had for the Altima. The FBI SA noted the following:

- a. Brown previously had coverage for the Altima with Farmers Insurance with a \$1,500 deductible for comprehensive and collision coverage with no rental car coverage. This policy lapsed on 9/5/2018.
- b. Brown obtained the insurance policy with Progressive for the Altima on 10/23/2018.

- c. When Brown obtained the insurance policy with Progressive, she obtained liability only even though she had a loan on the car.
- d. On December 16, 2018, the Progressive policy lapsed due to non-payment.
- e. On December 18, 2018, Brown contacted Progressive to reinstate the policy.
- f. On December 21, 2018, Brown contacted Progressive to change the insurance coverage from liability only to comprehensive with a \$500.00 deductible and she added rental car coverage. Progressive told Brown that the policy would go into effect on December 26, 2018. The change in policy increased the premium to \$2,060.00 for 6 months of coverage.

The FBI SA reviewed the Progressive claim notes as to the Altima. Progressive determined the incident resulted in a total loss of the Altima. In June 2019, Progressive offered \$8,9461.04 to Bridgecrest as a value of the vehicle. Bridgecrest accepted the amount. The Gap Coverage covered the outstanding amount the defendant owed on the loan. The defendant and Bridgecrest signed over the title to Progressive.

The FBI SA reviewed a recorded phone call between Brown and Progressive. In the phone call, Brown told Progressive she was coming from dropping off her child in Grandview and was going to visit a family member in Kansas City and then she was going home. Brown also stated that she missed four days of work as of the date of the phone call and she was making \$11.00 per hour.

According to the Progressive claim file notes, on or about January 9, 2019, the defendant called Progressive. The number the defendant used to call was 314-356-9469. The FBI SA obtained service provider information for that number and was informed the provider was TextNow. The FBI SA obtained the subscriber information for this number from TextNow. The username reported for the phone number 314-356-9469 from January 2, 2019 through February 1, 2019 was "ginawilliams145" and the email address utilized to set up the TextNow account was ginawilliams1@gmail.com. According to the claim notes, the defendant told Progressive that he struck his head, had neck/lower back issue and chest constriction. Progressive confirmed the defendant wanted to pursue a claim.

The FBI SA in review of the claim file, noted on January 15, 2019, Progressive received a phone call from Passenger 5. According to the Progressive claim notes, Passenger 5 stated they had just left his cousin's house in Raytown and they were going back to Columbia. Passenger 5 stated that he and the defendant were related. They were at the defendant's house, and the defendant wanted to go see his mother, so they all went to the defendant's mother's house. Passenger 5 stated there was a truck tailgating them and then it hit them.

On or about January 16, 2019, a Special Investigation Unit Investigator ("Investigator 1") was assigned to the January 6, 2019 automobile incident by Progressive.

As stated, *supra*, the FBI SA obtained a search warrant for the email account “richkiddocourt@gmail.com” from Google, LLC. In review of the information provided by Google, LLC, the FBI SA observed an email from “latoyab323@yahoo.com” to “richkiddocourt@gmail.com”. According to the records, the email was sent on March 6, 2019. The FBI SA observed a Microsoft Word document file attached to the email. The FBI SA reviewed the Word file and it is summarized as follows:

- a. The document was a letter addressed to Investigator 1, dated March 6, 2019 and is from Latoya Brown, 4407 Ria St., Columbia, MO.
- b. The letter concerned the January 6, 2019 automobile incident.
- c. The letter stated that Brown was injured and her “significant other, more severely than myself and left him to not be been able to assist me putting additional stress on me as I am to care for him.”
- d. The letter also stated that Progressive has not responded to Brown’s claims or bills, and she was going to be responsible for a car payment which she could not afford. In addition, she could not get a car with an existing loan which she stated was “in severely defaulted and damaging my credit.”
- e. Brown demanded compensation for her bills, payment for her car, and pain and suffering in the amount of \$15,000.00.

According to the Progressive claim notes, on March 14, 2019, Brown called Investigator 1. The FBI SA spoke to Investigator 1 and he confirmed he received a call from Brown. At the time of the call, Investigator 1 was in Illinois. During the call, Brown told Investigator 1 that an attorney told her that she needed to make a demand by mail and if Progressive did not respond, then she would have the attorney handle the claim.

Between January 18, 2019 and January 21, 2019, Investigator 1 contacted SEMKE Forensics out of St. Louis, Missouri to inquire about downloading and analyzing data from the Altima’s Event Data Recorder (“EDR”). An engineer with SEMKE Forensics (“Engineer”) examined the accident and told Investigator 1 the Altima EDR might have recorded the incident. Investigator 1 received permission from Progressive to have SEMKE download and examine the EDR data. On March 8, 2019, Engineer downloaded and analyzed the EDR from the Altima. The parties agree that if Engineer were called to testify at trial, he would testify similar to the following:

- a. EDR are devices installed in motor vehicles to record technical vehicle and occupant information for a brief period before, during, and after a triggering event, typically a crash or near-crash event.
- b. The timing of the EDR data is based on ignition cycle. Ignition cycle means a driving cycle that begins with engine start, meets the engine start definition for at least two seconds plus or minus one second, and ends with engine shutoff.
- c. The EDR from the Altima was downloaded at ignition cycle 11,796.

- d. The EDR recorded a rear impact event at ignition cycle 8,875, which is consistent with the 12/17/2017 incident. SEMKE noted the data from ignition cycle 8,875 suggests the vehicle was struck and moved to the right with no throttle applied at a speed of 1 mile per hour.
- e. The EDR did not record a rear impact event at ignition cycle 11,796, or just prior to that ignition cycle. This is due to the car not running at the time of the impact, or a rear impact less than 5 miles per hour.
- f. If there was a front impact, it was not significant enough to cause the EDR to record the event.
- g. The EDR data is not consistent with an impact significant enough to cause the Altima to lose control and leave the roadway.

On May 8, 2019, Brown agreed to attend an explanation under oath with Investigator 1. The Brown's attorney was present. The following is a summary of the defendant's statements during the explanation under oath:

- a. Brown provided her home address as 4407 Ria Street, Columbia, MO and stated that this was her address at the time of the accident.
- b. Brown was driving a white 2015 Nissan Altima during the accident and was the registered owner of the vehicle. Brown owned the vehicle for 2 years. Brown had a loan with Bridgecrest for the car and had bi-weekly payments of \$245 payments for the car loan.
- c. Brown was late on her car payments at the time of the accident.
- d. Browns's boyfriend, Lawrence Lawhorn, and two of his friends were in the car with Brown.
- e. Brown was going to the defendant's mother's house and then going to drive back to Columbia. The defendant's mother lived off of Noland Road but Brown did not know the address.
- f. Brown said she was at her brother's house located at 8602 E. 59th Street and was coming from 63rd Street.
- g. Brown admitted the car was damaged prior to the 01/06/2019 incident. Brown admitted the rear taillight was broken prior to the 01/06/2019.
- h. Brown did not remember seeing headlights or any vehicle behind her car before the accident. She stated she believes she swerved, left the road, and swerved back on the road, and then left the road again where she struck the wooden planter.
- i. Brown advised that she did not slow down to around 1 mph at any point prior to the accident.
- j. Brown went to St. Luke's East Hospital via ambulance from the accident scene and she went to Boone Hospital and Women's and Children's Hospital after the accident.

On June 20, 2019, a Progressive claim processor noted that Brown's attorney told Progressive that Brown agreed to be responsible for the payment of



all medical liens. On June 20, 2019, Progressive issued a check to Brown in the amount of \$8,000.00.

The FBI SA reviewed the Progressive claim notes and observed that the defendant would not cooperate with the insurance company and would not make any statements. However, the FBI SA observed this changed once Brown's claim was resolved with Progressive. On August 13, 2019, Investigator 1 received a call from the defendant. The defendant told Investigator 1 he wanted to do his examination under oath and continue to pursue the claim. The defendant told Investigator 1 he was in the St. Louis, Missouri area for the next 10 days and would complete his examination under oath in St. Louis. Investigator 1 set a date and place for the examination under oath. At the time Investigator 1 received the call from the defendant, Investigator 1 was in Illinois.

On August 20, 2019, Investigator 1 conducted an explanation under oath of the defendant. The defendant stated the following under oath:

- a. The defendant advised his current address was 3931 Westminster, St. Louis, MO but that his address at the time of the incident was 4407 Ria Street, Columbia, MO.
- b. The defendant advised that he was self-employed as the owner of Rich N Rare Music Group since 2013 and is a composition specialist.
- c. Lawhorn advised that he lived at 4407 Ria Street, Columbia, MO with Brown.
- d. On the day of the incident, the defendant and Brown took the Brown's son to his grandmother's house, stopped at a convenience store, and stopped at Brown's brother's house.
- e. They were going to go by the defendant's mother's house the day of the incident. The defendant's mother lived in Raytown/Independence. The defendant did not know his mother's street address.
- f. At the time of the incident, they were on their way to the defendant's mother's house, and they were coming from Brown's brother's house.
- g. The defendant was asleep when the incident occurred and was knocked out by the incident. Therefore, he did not have any details of the incident.
- h. The day after the incident, the defendant had really bad headaches, so he went to the hospital for a second visit. The defendant then worked with C.C. of 2 Real Fitness on his back after the hospital visits for about one month.

On September 19, 2019, a Progressive claim handler spoke to the defendant about his claim. The defendant stated that he spoke to legal counsel and would not accept Progressive's offer. The defendant wanted the policy limit of \$25,000.00 and stated that amount would leave him in debt. Progressive countered with \$12,815.00 and based on the claim notes, this figure considered possible medical bill reductions. The defendant countered with \$20,000.00 stating that self-pay discount will still leave him with a bill. Progressive countered with \$16,600. The defendant countered with \$18,000.00. Eventually, Progressive offered \$17,350.00

and the defendant accepted. Progressive issued a check for \$17,350.00 and the defendant picked up the check.

The FBI SA obtained the defendant's banking records from United Credit Union. The FBI SA determined the Progressive check was deposited into the defendant's account on September 20, 2019. The FBI SA noted the following cash withdrawals from the defendant's account:

- a. September 28, 2019 - \$3,000.00;
- b. October 3, 2019 - \$4,300.00;
- c. October 10, 2019 - \$2,255.00 and \$3,005.00; and
- d. October 15, 2019 - \$4,700.00.

The FBI reviewed the total payouts by Progressive to include payouts to the participants as well as payouts to third party vendors as a result of the January 6, 2019 incident. The payouts are as follows:

- a. The defendant - \$17,350.00
- b. Brown - \$8,000.00
- c. Bridgecrest (for Brown's car loan) - \$8,461.04
- d. Alaris Litigation Services - \$670.10
- e. SEMKE Forensics - \$872.20
- f. CoPart Auto Auction - \$1,186.00

The total is \$36,539.34. The FBI also examined the loss to hospitals because of the automobile incident that occurred on January 6, 2019. Those amounts are as follows:

- a. St. Luke's East Hospital (\$31,318.80):
  - The defendant - \$15,046.30
  - Passenger 4 - \$14,869.25
  - Passenger 5 - \$1,403.25
- b. Research Medical Center (\$35,964.62)
  - The defendant - \$35,964.62
- d. University Hospital (\$5,836.60)
  - The defendant - \$5,836.60
- e. KCMO Ambulance (\$2,685.00)
  - The defendant - \$895.00
  - Passenger 4 - \$895.00
  - Brown - \$895.00
- f. Boone Hospital (\$1,016.00)
  - Passenger 5 - \$1,016.00
- g. Metro Emergency Hospital (\$409.00)
  - Brown - \$409.00

Medicaid paid Brown's bills for her visits to Boone Hospital and the Women's and Children's Hospital. Medicaid paid \$853.99 in total to both hospitals. The FBI calculated the total loss of \$114,623.35 related to this incident. The FBI also determined from the occupants' medical billing statements that none of the bills incurred by the occupants in the January 6, 2019 incident have been paid other than the payments made by Medicaid on behalf of Brown.

The defendant, by entering into this plea agreement, agrees that he entered into an agreement with other co-conspirators, charged and uncharged, to defraud Progressive by submitting false medical and insurance claims to Progressive in regard to an automobile incident that occurred on January 6, 2019. The defendant admits that the purpose of the conspiracy was to obtain money from Progressive by making false representations about bodily injuries, the incident, and personal liability concerning medical bills to Progressive as it pertains to the January 6, 2019, automobile incident.

### **February 21, 2019 Automobile Incident**

On February 21, 2019 at approximately 11:14 PM, officers with the Kansas City Police Department were dispatched to a motor vehicle collision that occurred in front of the residence at 7205 College Ave, Kansas City, Jackson County, Western District of Missouri. Ford was a passenger in a 2013 Chevrolet Camaro ("Camaro"). (11) Defendant Larell Banks ("Banks") was in the driver's seat. When law enforcement arrived at the scene, Banks and Ford were unconscious. According to the reports, Ford became responsive once inside an ambulance and stated that he and Banks were in the driveway at 7205 College Ave listening to music for an hour or two. According to Ford, at some point there was a loud crash, and he did not remember anything else.

Law enforcement conducted crash investigation of the scene and noted minor damage to the front quarter of the vehicle ("driver's side"). Law enforcement also noted debris from a silver vehicle trailing away from the accident location. The Camaro's air bags did not deploy.

The FBI SA obtained all medical records for the defendant as reported in the insurance claim file. The FBI reviewed the medical records and found the following. Ford was transported via ambulance to Research Medical Center and seen on February 22, 2019 at 12:04 a.m. (CST). According to the medical records, Ford told doctors he was in a car that was pulling out of the driveway and was struck on the front driver's panel. Doctors' ran CT scans with negative findings. Ford was discharged that day. On February 24, 2019, Ford went back to Research Medical Center. According to the medical record, it was in regard to the February 21, 2019 automobile incident. Again, the doctors did not find anything wrong with Ford and they discharged him with a prescription for lidocaine patches. On

February 26, 2019, Ford went to North Kansas City Hospital in regard to the February 21, 2019 incident. According to the medical records, Ford told doctors that he was in a car that was pulling out of a driveway when it was hit on the driver's side and spun around. He told the doctors he thought he hit his head on the window, but denied losing consciousness. Ford complained of head and neck pain. Doctors ran a CT scan with negative findings. Ford was discharged.

The FBI SA obtained all medical records for Banks as reported in the insurance claim file. The FBI reviewed the medical records and found the following. Banks was also transported to Research Medical Center and seen by doctors on February 22, 2019. Doctors' ran X-rays and CT scans with negative findings. Banks was discharged that day. On February 22, 2019 at 8:01 p.m. (CST), Banks went to CenterPoint Medical Center. According to the medical records, Banks told the doctors that he was "t-boned" while stopped and struck his head on the steering wheel. The FBI SA reviewed the pictures of the Camaro and the damage to the vehicle was not consistent with being "t-boned". Banks complained of lightheadedness, fainting three times, and midline back pain. According to the CenterPoint Medical Center medical records for Banks, his "brother" was present and told the doctors that Banks was seen by doctors at Research Medical Center after the "collision". The "brother" also stated that Banks was signed out against medical advice by Banks's mother before further medical tests could be taken. The FBI SA reviewed Banks's medical records from Research Medical Center and there were no records indicating Banks was signed out against medical advice. The doctors at CenterPoint Medical Center ran a CT scan with no acute findings. The doctors noted "Patient has repeat CT scan of his head performed today which again is unremarkable."

The FBI SA reviewed the Snapchat messages for the account "courtmcallister". The FBI SA observed messages between "courtmcallister" and the Snapchat account "rydacash". The FBI SA obtained subscriber information for "rydacash" and determined the account belonged to Banks. The FBI SA observed pictures sent from "rydacash" to "courtmcallister" which were pictures of a State Farm Insurance policy for the Camaro. The pictures were sent on February 17, 2019 at 3:12 p.m. (CST). The insurance policy showed that the person who insured the vehicle was another individual T.L.

The FBI SA also obtained geolocation information from Snapchat for the "courtmcallister" account. The geolocation data showed that electronic devices used to access that account were in Columbia, Missouri on February 21, 2021 around 2:30 p.m. (CST) and traveled to Kansas City that afternoon. After 9:59 p.m. on February 21, 2019, there was no further geolocation information until 5:28 a.m. on February 22, 2019.

The FBI SA reviewed Snapchat messages between "courtmcallister" and Ford's Snapchat account "tyweed4300". On February 21, 2019 at 7:07 p.m. (CST),

the account “tyweed4300” sent a message to “courtmcallsister” which stated “7205 college ave”. A further review of the messages shows messages from “courtmcallsister” to Snapchat user “mstoombs” on February 22, 2019. The account “mstoombs” was identified as (17) Defendant Tara Jackson, Lawhorn’s mother. The messages were as follows:

- a. 4:24 a.m. (CST) – “On your way can you bring her to me??”
- b. 4:25 a.m. (CST) – “It’s 7205 College Avenue”

The geolocation information for the Snapchat user account “courtmcallsister” showed that the electronic device used to access the Snapchat account was at the intersection of I-435 and E. Gregory Boulevard in Kansas City – approximately 3 miles from the scene of the accident which was Ford’s personal residence.

The FBI SA observed Snapchat messages from “rydacash” to “courtmcallsister” in the morning of February 22, 2019 at follows:

- a. 10:07:50 a.m. (CST) – “05/17/1993”. The FBI SA determined this is Banks’s date of birth;
- b. 10:07:53 a.m. (CST) – “Larell”
- c. 10:08:28 a.m. (CST) – “602 pennant st”. The FBI SA determined this is the address listed on the State Farm insurance policy
- d. 10:08:46 a.m. (CST) – “65202”
- e. 10:09:24 a.m. (CST) – “[XXXXXX]1954”. The FBI SA determined this was Banks’s social security number, which has been redacted.
- f. 10:10:49 (CST) – “5734248885”. The FBI SA determined this was T.L.’s telephone number.

The FBI SA reviewed the State Farm claim filed and it showed an entry dated February 22, 2019 at 11:00 a.m. (CST) regarding a report by “Larell Banks” of a loss experienced on 2/21/2019 near Kansas City, MO involving the 2013 Chevrolet Camaro.

The FBI SA observed further Snapchat messages from “rydacash” to “courtmcallsister” in the morning of February 22, 2019 at follows:

- a. 10:59:29 a.m. (CST) – “257784M85”. The FBI SA determined this was the State Farm claim number for the February 21, 2019 incident.
- b. 11:02:31 a.m. (CST) – “Jontima campbell”. The FBI SA reviewed the State Farm Claim file, and this references the State Farm claim representative initially assigned to handle the claim for the February 21, 2019 incident, although the first name is spelled incorrectly.
- c. 11:03:29 a.m. (CST) – “5188845382 Extension” The FBI SA determined this is a State Farm telephone number.

The FBI SA observed further Snapchat messages from “tyweed4300” to “courtmcallister” in the morning of February 22, 2019 at follows:

- a. 11:41:05 a.m. (CST) “8163305675 Taron Ford 7205 college”. The FBI SA determined “8163305675” was a number used by Ford.

The FBI SA also reviewed the geolocation data for the “courtmcallister” Snapchat account for the evening of February 22, 2019. The geolocation data showed that the electronic device used to access the Snapchat “courtmcallister” account was located at CenterPoint Medical Center at 10:30 p.m. and 10:51 p.m. (CST). This was the same time Banks was being seen by doctors at CenterPoint Medical Center.

The FBI SA also observed a Snapchat message from “rydacash” to “courtmcallister” on February 25, 2019 at 8:12:49 a.m. which stated “+1 (855) 341-8184” which the FBI SA determined was a State Farm phone number. The FBI SA observed a Snapchat message from “tyweed4300” to “courtmcallister” on February 25, 2019 at 8:38 a.m. (CST) which stated “June 25, 1985 Taron Ford 7205 college avenue 64132”. The message also included the defendant’s social security number ending in 6047.

The FBI SA observed a Snapchat message on March 9, 2019 at 4:06:41 p.m. from “courtmcallister” to “rydacash” which stated, in part “Changing phone number too but adding you to other snap so we still keep our contact up. Research bill is on the way”.

The FBI SA reviewed the claim file and noted an entry regarding a recorded statement given by “Larell Banks” on March 12, 2019 at 12:31 p.m. (CST). The statement was taken by State Farm claim representative, K.S. The recorded statement began at approximately 12:31 p.m. and lasted approximately 17 minutes 22 seconds. The FBI SA, who is very familiar with Lawhorn’s voice, reviewed the recording and believes it is Lawhorn’s voice on the phone call. At 1:01 p.m., K.S. documented in a claim file note that she received a voicemail from “Larell” providing a telephone number ending in 7522. In the same claim file note, K.S. documented that “Larell” stated that his grandmother Sheila Banks works for Progressive Insurance and will handle the claim. “Larell” also provided a phone number for his grandmother which was 816-572-1752. The FBI SA obtained the provider for 816-572-1752 and it was T-Mobile. The FBI SA obtained subscriber information for 816-572-1752 and the subscriber was (06) Defendant Michael Smith. According to the claim file notes and toll records, K.S. made a call to “Larell Banks” on March 12, 2019 at approximately 3:04 p.m. (CST). The call was from State Farm telephone number 844-292-8615 to 573-324-7522. The call lasted over 4 minutes. The FBI SA obtained the subscriber information for 573-324-7522 and it was listed as C.C. of 2 Real Fitness, an associate of Lawhorn. In addition, the FBI SA observed Snapchat messages on the “courtmcallister” account where the



“courtmcallister” account sends a message to various accounts listing the 573-324-7522 number and asks the receiver to call him at that number. The FBI SA obtained toll records for 573-324-7522 and sorted them by number associated with State Farm during this time period. The FBI SA observed 12 calls made to/from the State Farm claims phone number from/to the 573-324-7522 number from March 12, 2019 to September 13, 2019. The FBI SA also sorted the tolls for 573-324-7522 to K.S.’s State Farm phone number and observed 32 calls made to K.S. from that number.

The FBI SA reviewed the email communications between the participants of the February 21, 2019 incident that were saved in the State Farm claim file. The FBI SA observed an email sent on March 15, 2019 at 2:56 p.m. from “larellbanks@gmail.com” to [AutoMedicalClaims@StateFarm.com](mailto:AutoMedicalClaims@StateFarm.com). The email contained Banks’s medical records. It also contained a statement “I would ask that you just issue payment directly to me as I will be dealing with the medical providers directly.” The email also provided a contact number of 573-324-7522. The FBI SA observed a Snapchat message from “rydacash” to “courtmcallister” in which “rydacash” listed his email as “misterbanks93@gmail.com. The FBI SA obtained the subscriber information for the email account “larellbanks@gmail.com” and determined the account was created on March 15, 2019 at 12:44 p.m. The FBI SA observed the last login for [larellbanks@gmail.com](mailto:larellbanks@gmail.com) as September 8, 2019. The FBI SA obtained the subscriber information for the account [misterbanks93@gmail.com](mailto:misterbanks93@gmail.com). The FBI SA observed that account was used regularly through March 31, 2020.

The FBI SA also observed an email sent to “HOME CLMS\_STATEFARMCLAIMS” from “larellbanks@gmail.com. Cc’d on the email was the address “richkiddocourt@gmail.com”. The email pertained to settlement of the claim for the February 21, 2019 incident.

On April 10, 2019 at 3:09 p.m., State Farm number 844-292-8615 received a call from 573-324-7522 which lasted 11 minutes according to toll records. At 3:24 p.m., a State Farm employee put a note in the claim filed that “Larell Banks” called and advised he was looking to settle his claim. On April 11, 2019 at 3:22 p.m., K.S. placed a call to “Larell Banks” and discussed the claim. According to toll records from the number 573-324-7522, the phone call was made from the State Farm claim’s phone number 844-292-8615 to 573-324-7522 and the phone call lasted for over 4 minutes.

On April 15, 2019 at 12:08 p.m. (CST), K.S. received an email from “taronford4300@gmail.com” which included medical bills and records regarding the February 21, 2019 incident. The email included the statement, “I am asking that you call so that we may close this claim after you’ve completed your review and that payment be issued directly to me as i will be interacting with medical providers directly.” On April 23, 2019, medical records were sent to

[AutoMedicalClaims@statefarm.com](mailto:AutoMedicalClaims@statefarm.com) from [taronford4300@gmail.com](mailto:taronford4300@gmail.com). That email included the statement, “I will be resolving these existing bills myself directly with the medical providers so I’m asking that you just send payment directly to me. My current address is 7205 College Ave, Kansas City, Mo 64127.” The FBI SA obtained subscriber information for the email [taronford4300@gmail.com](mailto:taronford4300@gmail.com) and determined the email account was created on April 15, 2019 at 11:40 a.m. (CST). The last login for the email account occurred on August 4, 2019 at 9:08:10 p.m. with the logout at 9:08:20 p.m. from the I.P. address of 172.58.143.175 which was a T-Mobile USA Inc. IP address. The FBI SA looked at the subscriber information for [larellbanks@gmail.com](mailto:larellbanks@gmail.com) and noted the last login was on August 4, 2019 at 9:08:35 p.m. with the logout at 9:08:42 p.m. from I.P. address 172.58.143.175 which was a T-Mobile USA Inc. IP address. The FBI SA also noted that during the May 12, 2018 incident, Ford provided State Farm the email address [taronford@gmail.com](mailto:taronford@gmail.com).

The FBI SA reviewed emails for the “[richkiddocourt@gmail.com](mailto:richkiddocourt@gmail.com)” for this time period pursuant to a federal search warrant. The FBI SA observed an email from the [misterbanks93@gmail.com](mailto:misterbanks93@gmail.com) to the [richkiddocourt@gmail.com](mailto:richkiddocourt@gmail.com) account. The FBI SA observed that the email contained pictures of a February 21, 2019 ambulance bill from the City of Kansas City, Missouri. The date of the email was April 22, 2019. On April 23, 2019, an email was sent to “HOME CLMS-STATEFARMCLAIMS” from [larellbanks@gmail.com](mailto:larellbanks@gmail.com). The email included medical bills to include an attachment titled “Ambulance Bill.pdf”.

On May 10, 2019, State Farm sent a letter from State Farm to Banks, 602 Pennant St., Columbia, Mo. Included in the letter was a check in the amount of \$48,552.00 in regard to the February 21, 2019 incident. The FBI SA spoke to a State Farm claim specialist and was informed that all settlement checks were mailed from a State Farm office located in Lincoln, Nebraska. The FBI SA determined that Banks had a bank account at Bank of America along with an individual A.L.T. The FBI SA obtained Banks’s Bank of America records and observed the \$48,552.00 was deposited into that account on May 22, 2019. The FBI SA observed that on May 30, 2019, A.L.T. purchased a cashier’s check in the amount of \$13,400.00. The FBI SA obtained a copy of that cashier’s check and observed that it was made out to (02) Defendant Lauren Luque (“Luque”). Luque was known to be in a romantic relationship with the defendant. The FBI SA determined the cashier’s check was cashed at Columbia West banking center even though Luque had a bank account at Bank of America at this time. The FBI SA looked through Banks and A.L.T.’s Bank of America account records and did not observe any payments to medical providers from that settlement check.

The FBI SA observed a fax in the State Farm claim file that was sent on May 22, 2019 at 1:47 p.m. (CST) to State Farm Claims from the fax number 816-833-6699. The FBI SA determined the fax number was associated with FedEx Office Print & Ship, 4201 S. Noland Rd., D., Independence, Missouri. The FBI

SA noted the handwriting on the FedEx fax coversheet was similar to the handwriting in a letter Lawhorn sent to an insurance agent concerning an automobile incident on June 5, 2017. See below.

05/22/2019 13:47 916-833-6699 FEDEX OFFICE 0588 PAGE 01

 **FedEx Office**  
FedEx Kinko's is now FedEx Office


**Fax Cover Sheet**


Date 5/22/19 Number of pages 23 (including cover page)

To: Name State Farm Claims From: Name Jayron D. Ford  
Company Claim # 257784M85 Company Claim # 257784M85  
Telephone 573-499-2772 Telephone \_\_\_\_\_  
Fax 855-820-6318 Fax \_\_\_\_\_

Comments Medical Bills and Records Requested  
by [REDACTED] for claim # 257784M85

 7 90365 00714 1  
Fax - Local Send

 7 90365 00714 2  
Fax - Domestic Send

 7 90365 00720 3  
Fax - International Send

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33:1814208720WPE04009 Received 5/22/2019 2:47:51 PM (Business Daylight Time)

The FBI SA examined the geolocation information for the Snapchat account “courtmcallsister” on May 22, 2019. The FBI SA observed geolocation information for the account “courtmcallsister” was very close to 4201 S. Noland Rd., D., Independence, Missouri on May 22, 2019 at 1:48 p.m. (CST). The FBI SA noted the fax number for State Farm was 855-820-6318. The FBI SA spoke to State Farm about that fax number and was told faxes sent to that number are received electronically by State Farm’s Enterprise Imaging Department. Indexers from State Farm’s Enterprise Imaging Department are located in Dallas, Texas and Phoenix, Arizona indexed these documents in State Farms’ systems and then sent the documents electronically to the Enterprise Claims System for the Claims Specialist to handle.

On May 6, 2019, State Farm sent a check to Ford in the amount of \$34,972.00. The FBI SA spoke to a State Farm claim specialist and was informed that all settlement checks were mailed from a State Farm office located in Lincoln, Nebraska. The FBI SA determined the check was cashed by Ford on June 12, 2019 at New Money Mart Financial Services located at 10408 Blue Ridge Blvd., Kansas City, Missouri. The FBI SA observed a Snapchat sent from “tyweed4300” to “courtmcallsister” on June 11, 2019. The message read “34972 two fifty every 5000 so should run 1750.” Based on the training and experience of the FBI SA, this refers to a check cashing fee charged by check cashing companies. Based on the statement, Ford is estimating a 5% cash checking fee; 5% of \$34,972 would be \$1,750. However, the FBI SA determined that there was a 6.75% check cashing fee when Ford cashed the check at New Money Mart Financial. Ford was charged \$2,300.00. Ford received \$32,672.00. The FBI obtained records from New Money Mart Financial and received records of the transaction which included a copy of Ford’s driver’s license and a picture of Ford taken during the transaction.

The FBI reviewed the total payouts from State Farm to include payouts to the participants as well as payouts to third party vendors as a result of the February 21, 2019 incident. The payouts are as follows:

- a. Larell Banks - \$5,000.00
- b. Larell Banks - \$48,552.00
- c. Taron Ford - \$5,000.00
- d. Taron Ford - \$34,972.00
- e. Insurance Auto Auctions - \$87.00
- f. East Meyer Blvd Emergency - \$1,028.00
- g. Jackson Drive Emergency - \$1,448.00
- h. Santander Consumer - \$14,905.50
- i. Cross Country Motor - \$166.28
- j. Van Chevrolet - \$144.00

The FBI also examined the loss to hospitals because of the automobile incident that occurred on May 12, 2018. Those payments are as follows:

- a. Research Medical Center:
  - Larell Banks - \$23,698.19
  - Taron Ford - \$23,060.91
- b. CenterPoint Medical Center
  - Ford - \$23,708.25
- c. North Kansas City Hospital
  - Taron Ford - \$3,928.00
- d. KMCO Ambulance
  - Larell Banks - \$845.00
  - Taron Form - \$845.00

The FBI calculated the total loss of \$187,388.13. The FBI also determined from the occupants' medical billing statements that none of the bills incurred by the occupants have been paid for the February 21, 2019 incident.

The defendant, by entering into this plea agreement, agrees that he entered into an agreement with other co-conspirators, charged and uncharged, to defraud State Farm by submitting false medical and insurance claims to State Farm in regard to an automobile incident on February 21, 2019. That the conspiracy to defraud was committed by submitting the false claims and false medical bills via the internet and that the conspiracy caused a settlement check to be mailed to him via United States Postal Service. That the defendant knew the purpose of the conspiracy at the time he joined it.

### **February 27, 2019 Automobile Incident**

The parties agree that the February 27, 2019 automobile incident will not be included in relevant conduct, loss amount calculations, or restitution as to the defendant.

### **August 6, 2019 Automobile Accident**

On or about August 6, 2019 an accident occurred in the parking garage at Boone Medical Center, located at 1605 E. Broadway, Columbia, Missouri. At approximately 8:45 a.m., G.B., while attempting to back his vehicle into an open parking space in the parking garage, backed into an automobile driven by Luque. G.B.'s vehicle sustained no damage. Luque's vehicle sustained \$3,676.66 in damages which were paid on August 19, 2019 by G.B.'s insurance company, State Farm.

The FBI SA interviewed G.B. G.B. told the FBI SA that G.B. and the female driving the other vehicle both got out of their vehicles. G.B. asked the female driver if she was injured and G.B. thought that she said she was not injured. The female driver was worried about her vehicle. G.B. thought that the female driver must have been trying to go around G.B.'s vehicle even though G.B. was backing into a parking spot. G.B. was not sure if the female driver's vehicle was moving or if her vehicle was at a complete stop when G.B.'s vehicle backed into her vehicle. G.B. contacted his/her insurance agent and filed an insurance claim for the accident.

As part of this investigation, federal search warrants were obtained by the FBI and served on Snapchat for the account "courtmcallister," which is known to be associated with the defendant. Through a review of Snapchat conversations and pictures exchanged through Snapchat between Snapchat user "courtmcallister" and Snapchat account associated with Luque, it appears Luque and the defendant are romantically involved.

On August 6, 2019, at 10:20:15, "courtmcallister" sent a message to Luque's Snapchat account that stated: "Go to E.R. You have to tell them you're light headed and feeling stiffness in yiurbody. Pain in back and neck bc you hit you head. Ik it sounds stupid to you but just trust me. Make them run everyyyy test. Ct, mri's alllllll the most expensive test. Tell them do nottttt run your insurance bc you weren't responsible. You will provide them his insurance later." On August 6, 2019, at 10:20:59, "courtmcallister" sent a message to Luque's Snapchat account that stated: "I'm warning you, you have the opportunity to actually financially situate yourself. Trust ME!!!". On August 6, 2019, at 12:58:29 "courtmcallister" sent a message to Luque's Snapchat account that stated: "Make sure you tell them do not list nor bill your insurance bc he has acknowledged fault and you will provide them with his info tomorrow".

On August 6, 2019, Luque was examined at Boone Hospital Center Emergency Department located in Columbia, Missouri. A review of the medical report indicated that the Luque was involved in a motor vehicle collision and received a head CT scan between 12:34 p.m. and 12:46 p.m. The following was documented in the “Course of Care” section of the medical report: “patient was examined in the head CT was reviewed. Patient had a low speed low mechanism of injury event. Patient came somewhat insisted that she wanted an emergent MRI to ‘see everything that might be wrong’”. The medical records show no MRI was given. In the Discharge Instructions of the medical report, LUQUE was instructed to “avoid strenuous exercises or repetitive work that involves the upper extremities or neck.”

On August 7, 2019, at 00:58:33, “courtmcallsister” sent a message to the Luque’s Snapchat account that stated: “You have to go to E.R in morning. University explain that you went to Boone yesterday then fainted this morning so you need CT’s ran. Still having throbbing headaches and chest and back pain from impact”.

On August 7, 2019, at 09:59:37, Luque’s Snapchat account sent a message to “courtmcallsister.” In the message, Luque provided telephone number 573-256-7744 and stated, “Kelsey is her name.” The investigation identified this telephone number was for a State Farm Agent in Columbia, Missouri. On August 7, 2019, at 10:02:34, “courtmcallsister” sent a message to Luque’s Snapchat account that stated: “You have to give them permission to speak to me. Just tell them my name is Laurence Luque. And send me your date of birth. Let them know your husband handles all financials and bills so he’s gonna call”. At 10:06:39, Luque’s Snapchat account sent a message to “courtmcallsister” which included Luque’s date of birth. On August 7, 2019, at 10:16:50, “courtmcallsister” sent a message to Luque’s Snapchat account that stated: “Lmk when you notify then that your husband will be calling. And make sure you answer their general questions first before mentioning your husband. Do not let them know you at work. Let them know you were st the e.r yesterday, and are currently still in pain. That you hit your head bc you were unrestrained. You have back pain body soreness and throbbing head pain still. , THEN after all that say my husband will be calling he handles all affairs pertaining to me and the children”. This investigation has revealed that Luque is married to a person with the initials R.L.

The FBI SA reviewed toll records for telephone number 573-324-7522, which is associated with the defendant and identified that on August 7, 2019, at approximately 10:35 a.m., telephone number 855-341-8184, which the FBI SA identified as State Farm, contacted telephone number 573-324-7522 and the call lasted for approximately 11 minutes.



A review of the State Farm file for claim number 25-9945-C87 identified notes generated by a State Farm Claims Agent on August 7, 2019, at approximately 10:53 a.m. The notes documented that the Agent spoke to Luque and Luque wanted her husband, "Florence", to handle her portion of the claim. The State Farm Claims Agent called "Florence" and explained that Luque's vehicle would have to be at a body shop for them to get into a rental vehicle that day. The notes documented that Claimant "Florence" requested Luque's vehicle be towed and provided the location it could be towed from, specifically from Claimant's [Luque] "mothers residence." The notes documented that when the State Farm Claims Agent asked for Claimant's [Luque] mother's name, the call was disconnected. Further review of the State Farm file for claim number 25-9945-C87 identified an alert placed in the file on August 7, 2019, by Rios that "Clmt husband Florence is handling her portion of the claim."

On August 7, 2019, Luque was examined at Women's and Children's Hospital, located in Columbia, Missouri, at 9:05 p.m. A review of the medical report generated for this visit identified Luque, date of birth March 10, 1986. The "Diagnosis or Problem(s) Addressed at this Visit" section of the medical report indicated "Muscular pain".

The State Farm file for claim number 25-9945-C87 contained general information for Luque as follows: mobile telephone number 305-923-6125, email address laluke52@gmail.com, and contact Florence Luque with mobile telephone number 573-324-7522.

On August 8, 2019, at 16:08:12, "courtmcallister" sent a Snapchat message to Luque that stated: "Let them give YOU info. Tell them you hit your head and have fainted once since the incident are having continuous head pain and body soreness (back-mid and lower). You have to leave work and go to E.R. and pain in still sporadic".

On August 14, 2019 at approximately 10:00 p.m., Luque checked in at Boone Hospital Center Emergency Department, located in Columbia, Missouri. The documented History of Presented Illness indicated the following: "[Luque] is a 33 y.o. female who presents to the ED with complaints of MVC 6 days ago, and now with low back pain that goes into her right buttock and into her right knee. She denies that she had this pain after the MVC. She was seen here and had a normal work-up for her neck and head pain. She admits that the pain is worse with bending, standing, or walking. She is unable to work-out like she previously did daily. She saw her PCP who recommended that she get an MRI, but the patient states that she would then have to pay a large copay and deductible. She is requesting that we do an MRI tonight. She denies extremity weakness, paresthesias, saddle anesthesia, accidental loss of bladder or bowel, abdominal pain, or any other symptoms at this time." Luque was discharged to home at 12:35 a.m. on August 15, 2019.

A review of the State Farm file for claim number 25-9945-C87 identified a medical bill from BJC HealthCare for services provided to Luque at Boone Hospital Center on August 16, 2019. Specifically, Luque had an outpatient MRI of the lumbar spine without contrast on August 16, 2019, at Boone Hospital Center. This medical bill, along with other medical bills and medical reports, was sent from e-mail address laluke52@gmail.com to State Farm Claims on September 10, 2019.

On August 23, 2019, at 7:00 p.m., two videos were posted on the Facebook page of the Luque. A review of the two videos posted showed a female, identified as Luque, playing one-on-one basketball on an outside basketball court with a young man. In the videos, Luque was observed dribbling, jumping, defending, and shooting without the outward expression of pain or discomfort.

On September 10, 2019, Luque submitted 25 pages of medical and billing records to State Farm via e-mail from the e-mail account laluke52@gmail.com. The medical and billing records submitted were for Luque's visits to Boone Hospital Center on August 6, 2019; August 14, 2019; and August 16, 2019 and for a visit to Women's and Children's Hospital on August 7, 2019.

On September 13, 2019 at 1:32 p.m., Luque submitted a signed Agreement and Release to State Farm via e-mail from the e-mail account laluke52@gmail.com. The Agreement and Release stated that Luque agreed "To pay all reasonable and necessary expenses, not previously paid by the company, not to exceed \$10000.00 incurred for medical, dental or surgical treatment, ambulance, hospital, professional nursing services, and prosthetic devices, furnished to the named beneficiary as a result of the accident described herein, and not previously considered or included in the above paid consideration, from the date of the accident described herein to 180 days following the date of this Agreement."

On September 17, 2019, State Farm mailed a check to Luque via UPS which was made out to Luque and Luque's spouse, R.L. On September 17, 2019, Luque contacted State Farm and was informed the check was mailed. Luque inquired as to why the money could not be directly deposited into Luque's account. The State Farm agent informed Luque that they had to mail a check made out to Luque and her husband for any pain and suffering payment. Luque then provided the State Farm agent with a new address and asked the agent to mail it to the new address.

A review of the State Farm file for claim number 25-9945-C87 identified that State Farm issued a check to Luque and Luque's spouse, R.L., in the amount of \$3,200.00 on September 18, 2019 for pain and suffering. The check was overnighted to Luque via UPS. In addition, State Farm directly deposited \$1,822.00 and \$7,472.01 into Luque's bank account at Bank of America for medical expenses on September 20, 2019 and September 23, 2019, respectively.

A federal grand jury subpoena was issued to Bank of America for Luque's bank account information. According to a review of Luque's bank records, the \$3,200 check from State Farm was deposited into Luque's bank account on September 19, 2019. A \$6,500 cash withdrawal was made from Luque's bank account on September 27, 2019.

According to a review of Luque's medical bills obtained via federal grand jury subpoenas, \$8,500.17 in medical bills related to this accident are unpaid, \$187.63 of the bills was paid by a health insurance company, and \$120.46 of the bills were adjusted. The FBI calculated the total loss of \$21,181.81 as follows:

- a. State Farm - \$12,494.01
  - Lauren Luque - \$12,494.01
- b. University Hospital - \$1,108.17
  - Lauren Luque - \$1,108.17
- c. Boone Hospital - \$7,392.00
  - Lauren Luque - \$7,392.00
- d. Health Insurance - \$187.63
  - Lauren Luque - \$187.63

The defendant, by entering into this plea agreement, agrees that he entered into an agreement with other co-conspirators, charged and uncharged, to defraud State Farm by submitting false medical and insurance claims to State Farm in regard to an automobile accident on August 6, 2019. That the conspiracy to defraud was committed by submitting the false claims and false medical bills via the internet and that the conspiracy caused a settlement check to be mailed via United Parcel Service. That the defendant knew the purpose of the conspiracy at the time he joined it.

### **October 20, 2019 Automobile Incident**

On October 20, 2019, at approximately 9:55 p.m., St. Louis Metropolitan Police Department responded to a reported hit and run near the intersection of Bessie Avenue and Shreve Avenue in St. Louis, Missouri. A St. Louis Metropolitan Police Officer ("Officer 2") arrived at the scene and observed a 2016 black Infiniti Q70 ("Infiniti") facing east in the driveway between 4224 and 4220 Shreve Ave. The Infiniti was resting against an unoccupied vehicle. The strike of the Infiniti caused the unoccupied vehicle to damage a chain link fence which was part of 4220 Shreve Ave. Officer 2 observed moderate damage to the front of the Infiniti, and front and rear damage to the unoccupied vehicle. A witness that refused to identify themselves stated a black pickup truck was traveling southbound on Shreve Ave when the Infiniti entered the intersection of Bessie Ave and Shreve Ave and collided with the black truck. According to the unidentified witness, the black truck continued down Shreve Ave and did not stop. The unidentified witness

stated the Infiniti continued across Shreve Ave and collided with the unoccupied vehicle.

Officer 2 went to the Infiniti and noted the occupants were in and out of consciousness. The driver was eventually identified as (15) Defendant Kathy Kimhang (“Kimhang”). (16) Defendant Maurice Penny (“Penny”) and another individual<sup>5</sup> were passengers. Officer 2 noted the occupants were in and out of consciousness and were unable to make a statement regarding the sequences of events related to the incident. All occupants were transported to Barnes Jewish Hospital, St. Louis, MO.

Kimhang was seen by an emergency room physician at Barnes Jewish Hospital. The attending physician noted “Healthy 28 female unclear if restrained or not driver of the car on a residential road that apparently got hit by another car. Patient does not have clear memory of what happened possible LOC. Now says she has neck and back pain. She appears very comfortable there is no glass on her there is no tearing of the clothes there is no blood or external trauma. However she says she has a headache and can't give any more information home (*sic*). The story is a bit odd however given her complaints will go ahead and do CT head and C-spine and plain films of the back patient asking for some Tylenol need to send off a pregnancy test prior to imaging but my suspicion for serious injury very low.” The attending physician ordered a CT scan, C-Spine, and X-rays which all came back negative for acute injuries. She was discharged that day.

Penny was seen by an emergency room physician at Barnes Jewish Hospital. The attending physician noted no outward signs of trauma, no abrasions, no ecchymosis, and no tears to clothing or skin. The attending physician ordered a CT scan of the head and C-Spine which all came back negative. Penny was discharged that day.

The FBI SA examined the pictures and the contacts in the defendant’s Snapchat account. The FBI SA identified messages between the account “courtmcallister” and “kimkat6”. The messages and pictures indicated that the account “kimkat6” belonged to Kimhang. The FBI SA obtained a subpoena for subscriber information for the account “kimkat6”. Snapchat complied with the subpoena and the email associated with the account was “kathykimhang13@yahoo.com” and a telephone number of 573-823-6852. The pictures and Snapchat messages showed that the defendant and Kimhang were in a romantic relationship. In review of the Snapchat account “courtmcallister”, the FBI SA observed messages pertaining to a potential accident around the fall of 2019. The FBI SA contacted the National Insurance Crime Bureau (“NICB”) regarding any automobile incidents around the time of the messages. The NICB identified an automobile incident on October 20, 2019 involving Kimhang and Penny.

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<sup>5</sup> The other passenger in the Infiniti passed away after the October 20, 2019 incident. His death was unrelated to the October 19, 2019 incident. That passenger will be referred to as “A.R.”.

The FBI SA identified the insurance company for the Infiniti as Progressive Corporation (“Progressive”) and Kimhang as the policy holder. The FBI SA obtained the insurance claim file for the October 20, 2019, incident from Progressive. The FBI SA examined the policy and noted changes to the insurance policy on or about September 25, 2019. The FBI SA noted from February 25, 2019, until August 25, 2019, the policy cost \$669.00. The police had a \$2,000.00 deductible with no rental car coverage. After the change, the policy cost \$1,300.00 and had a \$500.00 deductible. The police limit for property damage increased from \$10,000.00 to \$25,000.00. The change also included rental car coverage. The FBI SA also noted Progressive received a call on October 21, 2019 at approximately 12:49 p.m. (EST). The person stated “I was driving and my car struck by another car. It knocked me out and pushed my car into someone\_s (*sic*) yard.” According to the claim notes, the report was from “Kathy Kimhang”, and it was from the number “573-823-6852”. Progressive opened a claim and assigned it claim number 19-5873067.

The FBI SA looked at the Snapchat messages obtained from Snapchat for the Snapchat account “courtmcallister” she observed a message from “courtmcallister” to “kimkat6” on October 16, 2019 which stated “Baby I need2500”. The FBI SA also observed a message sent from “courtmcallister” to “kimkat6” on October 19, 2019 which stated “I want you to be wealthy asf and successful and I’m gonna help you do it”. The FBI SA looked at the Snapchat messages obtained from Snapchat for the Snapchat account “courtmcallister” and she observed a message from “courtmcallister” to “kimkat6” on October 21, 2019 at 1:07 a.m. (CST) which stated, “Call me when done and send hospital address”. At 1:08 a.m., “courtmcallister” sent a message to “kimkat6” which stated, “Kings is right here with me sleep”. The FBI SA determined “King” is the name of Kimhang’s son.

The FBI SA also observed in the claim notes an interview summary by a Progressive Employee who handled the claim (“Employee 1”). The FBI SA determined Employee 1 worked out of Columbia, Missouri. According to the notes, Kimhang told Employee 1 that she was traveling on Shreve Ave in St. Louis and she was with her boyfriend and they picked up his uncle. Employee 1 noted there was unknown contact information and Kimhang would text that information later. Kimhang stated she had no other recollection of the accident, and they were hit in the rear and sent into someone’s driveway by a truck and the truck went into a fence and she thinks it fled the scene. Based on further information obtained in the investigation (see *infra*) the boyfriend referred to in the interview was Penny and the uncle was A.R.

The FBI SA obtained a search warrant for T-Mobile to provide information for a number known to be used by the defendant, 573-324-7522. The search warrant also included cell tower location data. T-Mobile complied with the cell tower location data. The location data showed 573-324-7522 hit off a tower located

at 3901 N. Kingshighway Blvd, St. Louis, Missouri on October 20, 2019 at 9:28 p.m. (CST). The cell tower was 0.8 miles from 4220 Shreve Ave.

The FBI SA observed Snapchat messages between “courtmcallister” and “kimkat6” after the October 20, 2019 incident. On October 24, 2019, the FBI SA observed the following messages:

- a. At 3:26 p.m., “kimkat6” sent a message to “courtmcallister” which stated “Hi Kathy, were you able to get your vehicle cleaned out and released? We need to get it picked up since it isn’t at a storage free facility. Please get with me ASAP! Thank you, [Employee 1].” According to the Progressive claim notes, Employee 1 sent Kimhang that text message on October 24, 2019 at 4:16 p.m. (EST).
- b. On October 25, 2019 at 10:39:18 a.m., “courtmcallister” sent a message to “kimkat6” which stated “Yes my relative was able to remove the necessity items. The car was moved to CarStar who said they have fixed cars for progressive customers before. I was under the impression they’d be fixing it. Here is my passengers information. Maurice Penny Jr”.
- c. At 10:39:42 a.m., “courtmcallister” sent a message to “kimkat6” which stated “Birthday 12/02/83” which is the defendant’s birthdate.
- d. At 10:40:51 a.m., “courtmcallister” sent a message to “kimkat6” which stated “He asked me to send you his email information bc his cellphone is currently broken, but he’s able to access email daily until it’s fixed”.
- e. At 10:43:55 a.m., “courtmcallister” sent a message to “kimkat6” which stated “Mauricepennyjr@gmail.com”. The FBI SA obtained subscriber information for the email address “Mauricepennyjr@gmail.com” from Google through a subpoena. Google complied with the subpoena request and according to the information obtained, the “Mauricepennyjr@gmail.com” account was created on October 25, 2019 at 10:43 a.m.

The FBI SA continued to examine the Snapchat messages between “courtmcallister” and “kimkat6” on November 13, 2019:

- a. At 11:50:09 a.m., “courtmcallister” sent a message to “kimkat6” which stated, “Text the woman and tell her “you’re giving her permission fir her to speak with your brother concerning your claim. He handles all your financial affairs anyway and it will help expedite the process”.
- b. At 11:50:20 a.m., “courtmcallister” sent a message to “kimkat6” which stated, “Then send me her name number and extension”.
- c. At 11:52:01 a.m., “courtmcallister” sent a message to “kimkat6” which stated, “Do it now.”
- d. At 11:52:15 a.m., “courtmcallister” sent a message to “kimkat6” which stated, “Send me your full d.o.b”.
- e. At 1:02:53 p.m., “courtmcallister” received a message from “kimkat6” which stated, “I left a voicemail cus I couldn’t text her”.



- f. At 1:03:08 p.m., “courtmcallsiter” received a message from “kimkat6” which stated, “I can email her was thag wrong”.
- g. At 1:03:33 p.m., “courtmcallsiter” received a message from “kimkat6” which stated, “Don’t forget her interviews at 2”.
- h. At 1:36:29 p.m., “courtmcallsiter” sent a message to “kimkat6” which stated, “Andrew Kim-Hang”
- i. At 3:26:56 p.m., “courtmcallsiter” sent a message to “kimkat6” which stated, “7/4/78”. The FBI SA identified this as A.R.’s birthdate.
- j. At 3:27:30 p.m., “courtmcallsiter” sent a message to “kimkat6” which stated, “491823613”. The FBI SA identified this as A.R.’s social security number.

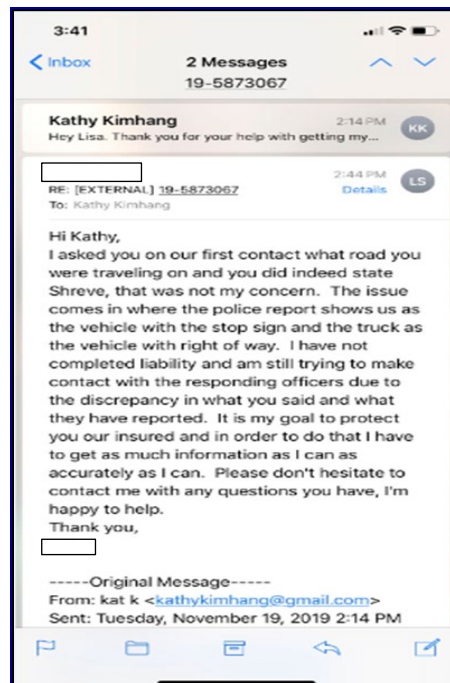
According to the Progressive claim notes on November 14, 2019 at 2:49 p.m. (EST), Employee 1 spoke to Kimhang. According to the notes, Kimhang asked Employee 1 to discuss the insurance information with her brother, Andrew, who handles her business for her. Employee 1 then placed an outbound call to “Andrew” at 440-493-0273. “Andrew” asked Employee 1 about liability. Employee 1 told “Andrew” that they are still trying to determine liability and since “Kathy” has no recollection of the incident, Employee 1 cannot get a statement from her. Employee 1 advised “Andrew” that s/he is still trying to get a report from the responding officer. “Andrew” thanked Employee 1 and the call ended. The FBI SA obtained provider information from the number 440-493-0273. The provider was TextNow. The FBI SA obtained subscriber information from TextNow for the number 440-493-0273. The subscriber email was “tedray2@gmail.com”. The FBI SA also determined 440-493-0273 was issued by the TextNow app on October 18, 2019 until November 22, 2019. The FBI SA examined the cell records for the number 573-324-7522 and observed an outbound call made to 573-823-6852 on November 14, 2019 at 1:53 p.m. (CST).

On November 14, 2019, Progressive issued a check made out to “Kathy D. Kimhang” in the amount of \$8,263.89. According to the claim notes, Progressive determined the Infiniti was a total loss. In addition, Progressive issued a check to “River Regions Credit Union” in the amount of \$11,409.39. The FBI SA obtained Kimhang’s banking records from River Region Credit Union and determined the check from Progressive was to satisfy the outstanding car loan Kimhang had on the Infiniti. Progressive requested Kimhang sign the title to the Infiniti over to Progressive in consideration for the payment. On November 20, 2019, Progressive noted in the claim file that it received a signed title by Kimhang.

The FBI SA continued to review the Snapchat messages between “courtmcallsiter” and “kimkat6” and observed the following messages on November 19, 2019:

- a. At 9:42:16 a.m., “courtmcallsiter” sent a message to “kimkat6” which stated, “Hey Lisa. Thank you for your help with getting my car situated. My brother helped me with the process and it was fairly smooth. I’d spoken to him about

- the conversation he had with you and he told me that it was being represented as me being at fault. He also said that you told him I was asked about where I was located or traveling and didn't know ANY information. However I have NEVER been ask that particular question by my insurance company. I'm very well aware that I was driving up Shreveport (not the street with the stop sign) Now what happened at abd (*sic*) after the time I was hit I can only "suppose". Nor did I see who or what hit me. But I am very well aware of the fact that I broke no traffic laws and in fact was on Shreve. I also looked over my vehicle damage photos with my brother and point of impact on my vehicle was on the rear right which would have only occurred if I were coming up Shreve and a vehicle at or from the three way point made contact wit my vehicle". At 9:47:41 a.m., "courtmcallsister" sent a message to "kimkat6" which stated, "I'm sending the second half now. This all goes in one message or email".
- b. At 11:25:07 a.m., "courtmcallsister" sent a message to "kimkat6" which stated "I gave both Maurice and [A.R.] your direct number, they were asking how to contact you".
  - c. At 3:51:23 a.m., "courtmcallsister" received a message from "kimkat6" which was a screen shot of a message Kimhang received from Employee 1:



The FBI SA reviewed the Progressive claim notes from Employee 1 and noted on November 19, 2019 at 3:48 p.m. (EST) that Employee 1 made contact with "INSRD KATHY". According to the claim notes, "ID is adamant that she was traveling on Shreve, not the other street when the ax occurred." The FBI SA continued to review the Snapchat messages between "courtmcallsister" and "kimkat6" and observed the following messages on November 21, 2019:

- a. At 10:57:20 a.m. “courtmcallsister” sent a message to “kimkat6” which stated, “Baby call her and let her know [A.R.] (the other passenger in your car) is trying to contact her.”

The FBI SA reviewed the Progressive claim notes from a Progressive claim processor which noted the processor received a call in the “Austin” claim center from A.R. on November 21, 2019 at 12:09 p.m. (EST). According to the claim notes, the reason for the call was A.R. “wants to add injuries..went to ER but no injuries and cannot take medication”. The FBI SA continued to review the Snapchat messages between “courtmcallsister” and “kimkat6” and observed the following messages on November 22, 2019:

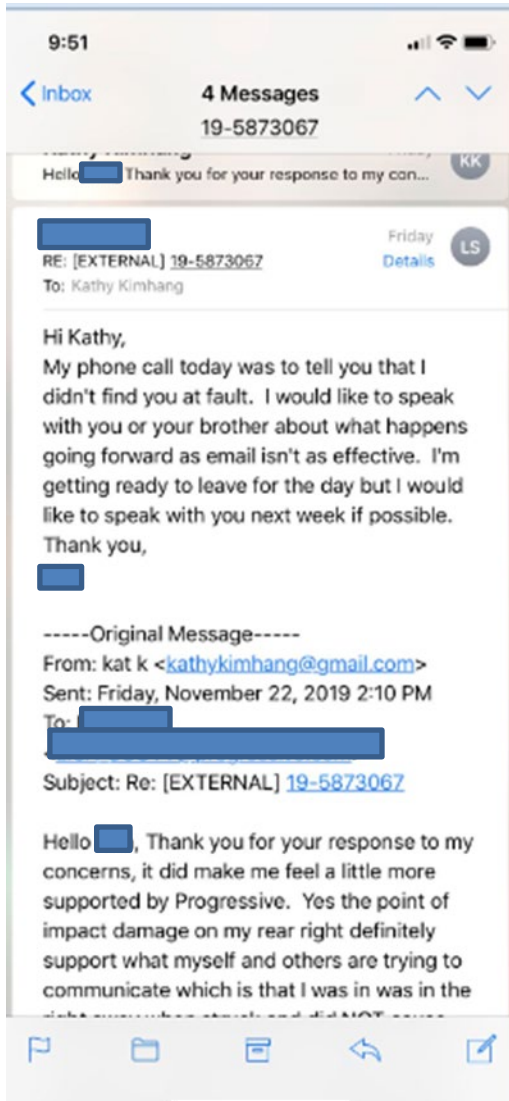
- a. At 9:57:51 a.m., “courtmcallsister” sent a message to “kimkat6” which stated “(314) 354-9774”.
- b. At 9:58:00 a.m., “courtmcallsister” sent a message to “kimkat6” which stated “[A.R.]”.

The FBI SA obtained the provider for the number “(314) 354-9774” which was TextNow. The FBI SA obtained the subscriber information for “(314) 354-9774” from TextNow which indicated that number was issued to a user by TextNow on November 22, 2019 through December 27, 2019. The subscriber information listed the email “tedray2@gmail.com” as the account email. The FBI SA noted the following Snapchat messages sent by “courtmcallsister” to “kimkat6” on November 22, 2019:

- a. At 12:36:19 p.m. - “Hello [Employee 1], Thank you for your response to my concerns, it did make me feel a little more supported by Progressive. Yes the point of impact damage on my right rear definitely support what myself and others are trying to communicate which is that I was in the right away when struck and did NOT cause this accident nor did I break any traffic laws or endanger myself, any other vehicles, or the passengers of my car. It’s so saddening and disturbing that it’s being said that I’m at fault. I spoke with both Maurice [A.R.] about not suing MY insurance and my dad is going to speak with them again as well. Although [A.R.] says he wouldn’t, I’m told that he’s already met with a lawyer. I’m praying that fault gets fixed as I do not want to be stuck with these medical bills nor place the burden on my mom and dad. Could you please try and review the actual damage as well as the road lay out so that you can see what I’m explaining? I thank you [Employee 1] for even trying to get all the facts. If you call and I am not able to answer please write me.”
- b. At 12:36:45 p.m. – “There baby read it and critique it then send it”.

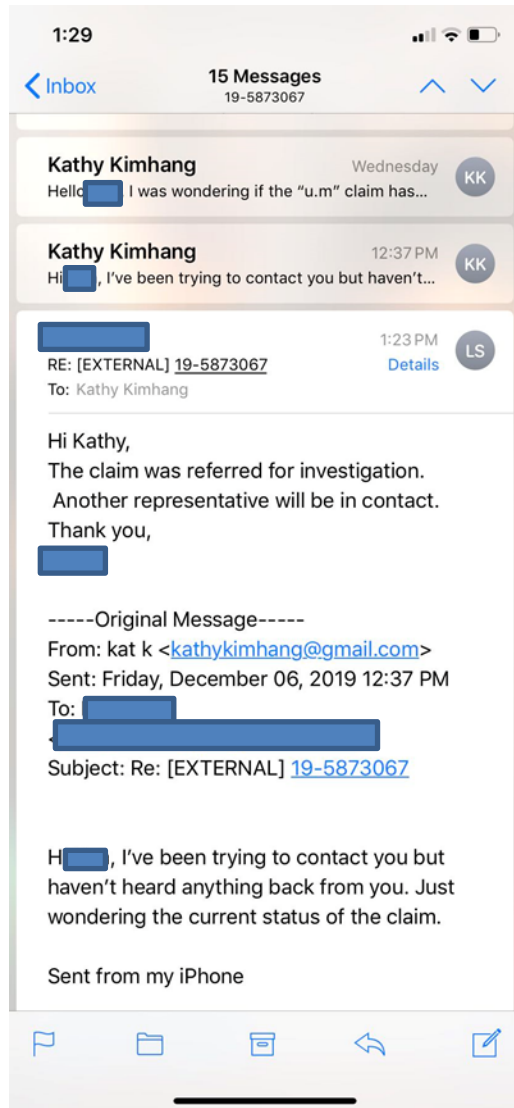
The FBI SA observed a text message received by “courtmcallsister” from “kimkat6” on November 25, 2019, which was a screenshot of emails exchanged

between “kathykimhang@gmail.com” and Employee 1. The screenshot is as follows:

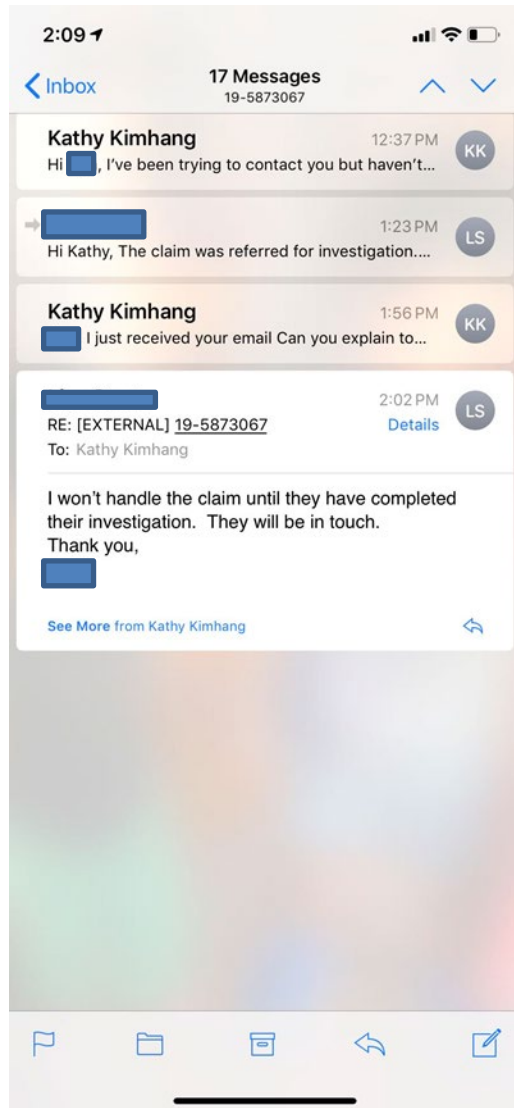


According to the Progressive claim notes, on November 27, 2019, a Progressive employee was informed that NICB was investigating claim. The Progressive employee noted on November 29, 2019, that NICB was investigating the case with FBI due to suspected staged accident. The Progressive employee requested that an investigator with the Special Investigative Unit (“SIU) be assigned as “informational only as no prior SIU was involved in this.” The FBI SA reviewed Snapchat messages between “courtmcallister” and “kimkat6” on December 6, 2019. The following are the Snapchat messages:

- a. At 1:29:17 p.m., “courtmcallister” received the following screenshot from “kimkat6” which is as follows:



- b. At 13:38:41 p.m., “courtmcallister” sent a message to “kimkat6” which stated “Hello [Employee 1], I just received your email Can you explain what that means. As in “who is or what is investigation” “why it is or was referred there” “who or what referred it” and how soon a representative will be in contact. Also what is the current status or my coverage so that I may inform my dad as well as the hospital that serviced me and the other occupants of my vehicle?”
- c. At 2:09:37 p.m., “courtmcallister” received a screen shot from “kimkat6” which is as follows:



- d. At 2:35:11 p.m., “courtmcallister” sent the following message to “kimkat6”, “Hello [Employee 1], I understood your last email, however it did not answer any of the questions in my last correspondence. I was asking in hopes that you would provide me any degree of understanding to those things so that I may at least be able to provide an understanding or explanation to the individuals I’m left with liability toward such as my medical providers and the occupants of my vehicle. It would be greatly appreciated if you would attempt to give me some degree of understanding to those questions even if you not currently making decision concerning the claim currently. Thank you, I’ll anticipate your response.”
- e. At 3:51:10 p.m., “courtmcallister” sent the following message to “kimkat6”, “Hey [Employee 1] could you please send me your superiors name and contact information”.



The FBI SA observed the following messages from “courtmcallister” to “kimkat6” on December 7, 2019:

- a. At 6:55:42 a.m., “Hello [Employee 1], I’m also just now learning of the buy back opportunity of my totaled vehicle. Why was this option never mentioned nor offered to me concerning my vehicle?”

The FBI SA observed a number of Snapchat messages after December 7, 2019 from “courtmcallister” to “kimkat6” in which the messages appeared to direct the recipient to ask Progressive about buying back the Infiniti.

According to the Progressive claim notes, on December 6, 2019, an SIU investigator (“SIU 1”) was assigned to the case. SIU 1 reviewed the evidence and went to the scene. SIU 1’s review resulted in the decision to download data from the Event Data Recorder (“EDR”) from the Infiniti.

The FBI SA reviewed the Progressive claim file for an automobile incident occurring on January 6, 2019 in which Lawhorn and Brown were involved. The FBI SA noted in that incident, Progressive downloaded the EDR data from Brown’s vehicle on May 19, 2019. The EDR data was downloaded and analyzed by SEMKE Forensics. The engineer that analyzed the data determined the occupants statement’s about the accident to law enforcement and/or Progressive were inconsistent with the EDR data.

On December 16, 2019, SIU 1 contacted SEMKE Forensics out of St. Louis, Missouri to inquire about downloading and analyzing data from the Infiniti’s EDR. An engineer with SEMKE Forensics (“Engineer”) was assigned to download and analyze the EDR. Between December 16, 2019 and January 27, 2020, Engineer downloaded and analyzed the EDR from the Infiniti. The parties agree that if Engineer were called to testify at trial, he would testify similar to the following:

- a. Based on the EDR from the Infiniti, the following is the sequence of events at or near the impact event on October 20, 2019:
  - There were two events recorded on the same ignition cycle and there were 6 seconds between the start of the two events;
  - 5 seconds prior to the first event (rear impact), the Infiniti was moving at 1 mph with no accelerator input, the brake was on, and the steering wheel was pointed at a hard left turn;
  - At the time the of the first event the Infiniti recorded a speed of 0 m.p.h.;
  - Once the Infiniti was hit, the Infiniti accelerated to 1-2 m.p.h., which is indicative of a “very minor rear impact”;
  - 5 seconds prior to the second event (second impact) the Infiniti recorded a 100% acceleration, no brakes were deployed, and the steering wheel was at a hard left;
  - 3 seconds prior to the impact, the steering wheel started to move right;

- b. Based on the EDR data, the Engineer's opinion is that the data does not support that the Infiniti was hit by another car and the force from initial hit then pushed the Infiniti into the parked vehicle. It is also the Engineer's opinion that the first impact was minimal and there would not have been enough force to render the occupants unconscious.

On March 13, 2020, SIU 1 interviewed defendant Kimhang in St. Louis, Missouri. The following is a summary of the interview with Kimhang:

- a. Kimhang was driving a 2016 Infiniti Q70 at the time of the accident on 10/20/2019 that she had owned for 2 years.
- b. Kimhang was living at 4202 Langan Drive, Columbia, Missouri at the time of the accident.
- c. Kimhang was living at 6947 Vermont Avenue, St. Louis, Missouri at the time of the interview.
- d. Kimhang had not gotten a new car to replace the 2016 Infiniti that was involved in the accident.
- e. Kimhang was with her boyfriend, the defendant, at the time of the accident. However, they are not currently in a relationship. Kimhang had just picked up a relative of her boyfriend's, was driving off of Shreve going home, and the next thing she remembered was being in the hospital. Kimhang's boyfriend's uncle who they had just picked up was going to fix the furnace at the house she is currently living in.
- f. Kimhang did not know the defendant's uncle's name and did not know where the defendant's uncle lived other than he lived on the north side of St. Louis. The defendant gave Kimhang directions on how to get to his uncle's house.
- g. Kimhang was not familiar with the side of town where the accident occurred, so she was following a GPS.
- h. Kimhang was taken to Barnes Hospital and a friend named Sharon picked Kimhang up from the hospital. Kimhang did not know how the defendant or his uncle got home from the hospital.
- i. Kimhang and Penny ended their relationship one month to one and a half months after the accident.
- j. The investigator asked Kimhang if she knew anyone named Lawrence Lawhorn and Kimhang said the name sounded familiar, but Columbia is a small town. The investigator asked Kimhang if she had ever had any conversations with Lawhorn and Kimhang answered "probably". The investigator asked Kimhang if she had ever talked to Lawhorn about any auto accidents and Kimhang answered "no".
- k. Kimhang had faxed her medical bills to the original Progressive employee that was handling her claim.
- l. Kimhang had not moved to St. Louis at the time of the accident, was still living in Columbia working at Lucky Nails, and was getting things ready to move to St. Louis. Kimhang moved to St. Louis right before Thanksgiving. Kimhang missed three days of work at Lucky Nails due to the accident.

- m. Kimhang works at Hunter Company in St. Louis as a receiving clerk.
- n. Kimhang said she did not have had health insurance at the time of the accident.

On June 3, 2020, SIU 1 called Penny at the number 314-710-1867. At the time of the call, SIU 1 was located in Illinois. SIU 1 asked Penny if he could obtain a recorded statement, but first needed to email some documents to Penny. SIU 1 sent the documents to the email address “mauricepenny12@gmail.com”. On June 4, 2020, SIU 1 conducted a recorded statement with Penny. Again, SIU 1 was in Illinois during the call. The following is the summary of the recorded statement:

- a. At the time of the incident, Penny was living with Kathy Kimhang at a residence on Vermont Avenue in St. Louis.
- b. Kimhang was driving, Penny was in front passenger seat, and [A.R.] was in right rear seat.
- c. Penny did not know [A.R.]’s last name. [A.R.] was a friend of the defendant’s uncle.
- d. [A.R.] was picked up at a liquor store close to the accident scene and they were taking [A.R.] to one of his friends’ house.
- e. [A.R.] was telling Kimhang and Penny where to go.
- f. Prior to the accident, they had been at the house on Vermont Avenue and then went to a Wal-mart about 15-20 minutes away from the house.
- g. They were driving down Shreve and Penny remembered seeing headlights from another vehicle on Bessie prior to the accident.
- h. Penny did not have any health insurance, Medicaid, or Medicare.
- i. The Penny and Kimhang broke up a couple weeks following the accident and the defendant moved back to Columbia.
- j. He stated that they were moving at the time of the impact and not stopped.

On June 17, 2020, the defendant signed a “Release and Trust Agreement” for part of his bodily injury settlement. On June 17, 2020, a \$600.00 settlement payment was deposited by Progressive directly into Penny’s bank account at Bank of America. On June 25, 2020, another Progressive claims handler (“Employee 3”) contacted the defendant and offered \$5,271.00. According to the Progressive claim notes, Penny accepted the settlement. One June 26, 2020, \$5,271.00 deposited by Progressive directly into the Penny’s bank account at Bank of America. According to a review of the Penny’s bank account at Bank of America, \$5,200 in cash was withdrawn from the Penny’s bank account on June 26, 2020.

According to the Progressive claim notes, on June 22, 2020, Employee 3 received a call from Kimhang and her brother “Andrew”. The call concerned why Progressive was only paying \$6,000.00 as settlement for the Barnes Jewish payment. Employee 3 explained because they were not given the opportunity to pay the provider directly, they would not be able to address anything about their audit. “Andrew” told them based on his research, the \$16,000.00 was in line under the circumstances of being rendered unconscious and with a concussion. When

Employee 3 asked “Andrew” how he conducted his research, he could not explain, except that he worked in the same field and he used his work searches to complete the audit. Employee 3 asked whether “Andrew” used his own work searches and “Andrew” said yes. “Andrew” then stated that he was not getting anywhere with Employee 3 and asked to speak to someone with authority. Employee 3 told “Andrew” s/he had authority but would not base it on his statements but base it on Progress audit. “Andrew” then asked to speak to Employee 3’s supervisor.

A search warrant was obtained from the United States District Court for the Western District of Missouri for the contents of the cellular telephone that was in the possession of the defendant when he was arrested on August 15, 2020. The FBI SA reviewed the contents of the phone and determined that the phone was utilized by the defendant. The defendant utilized an app called TextNow to make calls and send text messages. In the TextNow app, text messages were sent from a TextNow account with the username “winsorsmith” to Kimhang’s phone number, 573-823-6852. On June 29, 2020, the following text messages were exchanged between Lawhorn’s phone and Kimhang’s phone number:

- a. 1:40:29 p.m. – “winsorsmith” sent a text message to 573-823-6852 that read, “I’m mad at you.”
- b. 1:51:54 p.m. – 573-823-6852 sent a text message to “winsorsmith” that read, “Why?”
- c. 1:53:39 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Bc you were agreeing to stuff with them”.
- d. 1:56:53 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “No . she said wat was said and I told her I was going to review it with my family. But ok”.
- e. 2:03:46 p.m. – “winsorsmith” sent a text message to 573-823-6852 that read, “Baby you can do be agreeing to shit you don’t understand”.
- f. 2:03:48 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Not”.
- g. 2:14:17 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “Ok”.
- h. 2:24:03 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Ok love you”.
- i. 2:25:00 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Baby I’ma get the to ten grand and you take majority, like 6 or do you want me to keep fighting for higher”.
- j. 2:34:55 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “I would say for higher if can.. 6 wont do nothing for me except surgery n that’s it unless ur still going half on it”.
- k. 2:50:45 p.m – “winsorsmith” sent a text message to 573-823-6852 that read, “Yea so you can take the 6 then take another and then I’ll give you another 2 grand toward surgery”.

- l. 2:50:54 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Wanna call em?”
- m. 2:51:10 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Real quick”.
- n. 2:58:14 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “I can in about 30”.

According to Progressive claim notes, on June 29, 2020, another Progressive claims handler received a call from Kimhang. Kimhang immediately conferenced her brother onto the line. Again, the call concerned Progressive’s offer for settlement of Kimhang’s medical bills. The claims handler informed both that Progressive’s settlement was in part due to their request to pay the medical provider instead of Progressive paying the medical provider. According to the claim notes, litigation was mentioned a number of times.

On July 6, 2020, Kimhang signed a “Release and Trust Agreement” for a bodily settlement of \$9,267.75. The settlement check for \$9,267.75 was mailed via United States Postal Service to Kimhang at 4202 Langham Dr., Columbia, MO on July 7, 2020. The FBI SA spoke to Progressive and was informed the check was mailed by a progressive employee.

The FBI SA observed the following text messages exchanged between Lawhorn’s phone and Kimhang’s phone number:

- a. 7/15/2020 at 4:23:23 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Did progressive write you bank baby”.
- b. 7/15/2020 at 4:25:52 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “Yeah should be in the mail on the way”.
- c. 7/15/2020 at 4:27:52 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Did he honor all your lost wages and ambulance?”
- d. 7/15/2020 at 4:28:21 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Bitch don’t be out here acting brand new with this new butt either”.
- e. 7/15/2020 at 4:39:37 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “Yes”
- f. 7/15/2020 at 4:40:11 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “Lol definitely notttt”.
- g. 7/15/2020 at 4:40:49 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “Are u gonna act brand new”.
- h. 7/16/2020 at 12:27:09 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Send me your email love”.
- i. 7/16/2020 at 12:32:24 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “[Kathykimhang@gmail.com](mailto:Kathykimhang@gmail.com) or [davykim87@gmail.com](mailto:davykim87@gmail.com)”.

- j. 7/17/2020 at 1:55:02 p.m. - “winsorsmith” sent a text message to 573-823-6852 that read, “Baby r u ready for cars?”
- k. 7/17/2020 at 2:06 :13 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “Yea”.
- l. 7/17/2020 at 2:06:42 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “Are u able to get that proof from the dealership for me ?”
- m. 7/17/2020 at 2:29:18 p.m. - 573-823-6852 sent a text message to “winsorsmith” that read, “I also have to wait for this check to come so my money will balance out within my surgery I leave july30”.

The FBI SA obtained Kimhang’s bank records and saw the settlement check from Progressive was deposited into Kimhang’s Central Bank of Boone County checking account ending in XX8908 on July 27, 2020. According to a review of Kimhang’s account records from Central Bank of Boone County, the FBI SA observed on July 30, 2020 that \$2,000.00 was withdrawn from Kimhang’s Central Bank of Boone County checking account. The description of the withdrawal read “CASH APP\*MICHAEL”. The FBI SA also observed on July 31, 2020, \$2,000.00 was withdrawn from Kimhang’s Central Bank of Boone County checking account. The description of the withdrawal read “CASH APP\*LATOYA”. The FBI SA also observed withdrawals from Kimhang’s Central Bank of Boone County checking account in the amount of \$3,500 on August 3, 2020, \$5,00 on August 5, 2020, and \$210 on August 7, 2020. The description of the withdrawals read, “SPECTRUM IMAGE CORAL GABLES FL”. According to an internet search for “Spectrum Image Coral Gables FL”, a Care Credit website reports Spectrum Image with the website [www.spectrum-aesthetics.com](http://www.spectrum-aesthetics.com) which offers plastic surgery services, including Brazilian butt lifts. The FBI SA obtained the medical billing records from Barnes Jewish Hospital. The FBI SA observed that Penny’s bills were not paid off and remained outstanding. The FBI SA observed that Kimhang’s healthcare medical insurance provider, Anthem Insurance, paid \$8,030.80 towards Kimhang’s hospital bill. The remaining amount was adjusted down, and the outstanding bill was \$100.00.

The FBI calculated the total loss from the October 20, 2019 incident in the amount of \$86,986.58 broken down as follows:

- a. Progressive Insurance - \$35,710.03
  - River Regions Credit Union - \$11,409.39
  - Kathy Kimhang - \$18,429.64
  - Maurice Penny - \$5,871.00
- b. Barnes Jewish Hospital - \$43,245.75
  - A.R. - \$24,921.75
  - Maurice Penny - \$18,224.00
  - Kathy Kimhang - \$100.00
- c. Anthem Insurance - \$8,030.80



- Kathy Kimhang - \$8,030.80

The defendant, by entering into this plea agreement, agrees that he entered into an agreement with other co-conspirators, charged and uncharged, to defraud Progressive by submitting false medical and insurance claims to Progressive in regard to an automobile incident that occurred on October 20, 2019. The defendant admits that the purpose of the conspiracy was to obtain money from State Farm by making false representations about bodily injuries, the incident, and personal liability concerning medical bills to Progressive as it pertains to the October 20, 2019, automobile incident.

### **December 16, 2019 Automobile Incident**

On December 16, 2019 at approximately 10:55 p.m., KCPD responded to a report of an automobile accident at the intersection of 73rd Street and College Avenue. A KCPD Officer (“Officer 3”) arrived at the scene, Officer 3 observed two vehicles in the intersection. One vehicle was a 2005 Acura TL (“Acura”), which was driven by an individual (“Driver 4”). The other vehicle was a 2001 Toyota Camry Solara (“Toyota”) driven by (18) Defendant Michael Stapleton (“Stapleton”). The passenger in the Toyota was (17) Defendant Tara Jackson (“Jackson”). KCPD Officer 3 made contact with Driver 4 who told him s/he was driving southbound on College Avenue approaching 73rd Street when s/he was on his/her cellular phone. S/he looked up and could not stop at the stop sign in time, slid through the intersection due to the snow, and crashed into the Toyota. Another KCPD Officer (“Officer 4”) made contact with Stapleton. Stapleton said he was driving northbound on College Ave and was hit by the Acura in the middle of the intersection. Officer 3 examined the scene and observed both vehicles in the middle of the intersection. The Acura had minor damage to the front left and the Toyota had minor damage to the back left. Driver 4 told Officer 3 that s/he did not have any injuries and did not have insurance. Driver 4 drove the Acura from the scene. Stapleton and Jackson both complained of neck pain and were transported by EMS to Research Hospital, Kansas City, Missouri (“Research Hospital”).

Stapleton was seen by doctors at Research Hospital emergency room. Stapleton complained of pleuritic pain, abdominal pain, neck and back pain, and right leg pain. Doctors ran the following tests:

- a. CT scan of the head with no acute intracranial abnormality;
- b. CT cervical spine with no acute fracture;
- c. CT thoracic spine with no acute fracture;
- d. CT lumbar spine with no acute fracture;
- e. MRI of lumbar spine with mild posterior L4-5 and L5-S1 disk bulge;
- f. MRI of thoracic spine with mild broad thoracic scoliosis;
- g. MRI of cervical spine with minimal degenerative changes.

Stapleton was discharged to his home that day. Jackson was also seen by Research Hospital emergency room. Doctors ran CT scans of her spine and head with no signs of acute injuries. Doctors also X-rayed her shoulder and elbow with no signs of “acute bony abnormality”. Doctors placed Jackson’s arm in a sling and discharged her.

On December 17, 2019, Jackson went to St. Luke’s East Hospital, Lee’s Summit, MO. Jackson told doctors she collapsed and lost consciousness. Doctors ran multiple CT scans. She was discharged that day with a prescription of cyclobenzaprine and naproxen.

The FBI SA obtained the claim file for this accident. The Toyota was insured by State Farm. The FBI SA reviewed the claim file notes and noted the claim was filed on December 18, 2019 at 5:32 p.m. (CST). The FBI SA reviewed the messages for the Snapchat account with the username “courtmcallister” and noted messages between that account and the Snapchat account with the username “lgezzy86”. The FBI SA obtained the subscriber information for “lgezzy86” account and it was identified as Stapleton’s account. The following are Snapchat messages the FBI SA noted:

- a. December 18, 2019 at 2:01:59 p.m. (CST), “courtmcallister” sent a message to “lgezzy86” which stated, “Just let me know you were hit in kc you and you aunt. Your car is damaged and you are currently in pain and need to open a claim. And that you were told that whoever hit you said that they do not have insurance”.
- b. December 18, 2019 at 2:33:59 p.m. (CST), “courtmcallister” sent a message to “lgezzy86” which stated, “Tara Jackson”.
- c. December 18, 2019 at 2:34:12 p.m. (CST), “courtmcallister” sent a message to “lgezzy86” which stated “Tara Coleen Jackson”.
- d. December 20, 2019 at 10:29:19 a.m. (CST), “lgezzy86” sent a message to “courtmcallister” which stated “Michael Stapleton March 19 1986”. The message also included Stapleton’s social security number “XXXXXX7758”.
- e. December 23, 2019 at 9:55:34 a.m. (CST), courtmcallister” sent a message to “lgezzy86” which stated, “2503p262q”. The FBI SA reviewed the State Farm claim file obtained for this incident and “2503p262q” was the State Farm claim number.
- f. December 23, 2019 at 9:55:40 a.m. (CST), “courtmcallister” sent a message to “lgezzy86” which stated “Erica”. The FBI SA reviewed State Farm claim file and “Erica” was the first name of the State Farm claim representative assigned to the claim.
- g. December 23, 2019 at 9:55:52 a.m. (CST), “courtmcallister” sent a message to “lgezzy86” which stated “8442928615”. The FBI SA reviewed the State Farm claim file and “8442928615” was the contact number for the State Farm claim representative.

h. December 30, 2019 at 11:07:57 a.m. (CST), "courtmcallister" sent a message to "lgezzy86" which stated "Please call me to discuss my options for resolution, as my debt terribly exceeds the coverage that appears available to me. (573)3181628".

The FBI SA looked through the State Farm claim file and found a fax that was sent to State Farm from the Daniel Boone Regional Library on December 30, 2019 at 11:43 a.m. (CST). A copy of the first page of the fax is as follows:

From:

12/30/2019 11:43 #070 P.001/024



**Daniel Boone  
Regional Library**  
www.dbrl.org

**Callaway County  
Public Library**  
710 Court Street  
Fulton, MO 65251  
Phone (573) 642-7261  
Fax (573) 642-4439

**Columbia  
Public Library**  
100 West Broadway  
Columbia, MO 65203  
Phone (573) 443-3161  
Fax (573) 443-3281

**Southern Boone County  
Public Library**  
109 N. Main St.  
Ashland, MO 65010  
Phone (573) 657-7378  
Fax (573) 657-0448

### Patron Fax Service

Sent by Michael L. Stapleton

Date 12-30-2019

To State Farm Insurance

Fax Number 855-820-6318

Total Pages (including cover page) 34

#### Notes

Claim # 2503P262Q  
\*Erica.H\*  
Please call me to discuss my options  
for resolution, as my debt terribly  
exceeds the coverage that appears  
available to me.

Included with the fax were Stapleton's medical records and bills. The charges for Stapleton's medical care on December 16, 2019 and December 17, 2019 totaled \$115,443.80.

The FBI SA observed in the State Farm claim notes that a State Farm claim representative received a call from Stapleton on December 28, 2019 asking for an update on his claim. The note was time stamped 9:56 a.m. (MST, which is 10:56 a.m. CST) in the claim file. The FBI SA examined cellphone records of Brown and observed that on December 28, 2019 at 10:36 a.m. (CST) a call was made to 844-292-8615, a State Farm claims phone number, from 816-673-5518. The FBI SA obtained the subscriber information for 816-673-5518 from Verizon Wireless. The subscriber was Brown beginning on December 4, 2019.

The defendant was detained in Boone County Jail from January 6, 2020 through January 15, 2020. The FBI SA obtained the defendant's jail calls and emails while at Boone County Jail and noted the following jail call and email between Brown and the defendant.

- a. On January 12, 2020 at 2:28 p.m. (CST), the defendant called 816-673-5518. During the phone call, the defendant asked Brown if his mom gave her the papers. Brown responded affirmatively. The defendant told Brown, "Send it to you – to your address." The defendant also told Brown, "And then once it get there, act like it's not there until I get outta here." Later in the phone call, the defendant asked Brown, "Did she give permission?" Brown responded that she thought she could call tomorrow. Brown also said, "Just now he give it to me and I don't even think it's right." The defendant told Brown to tell "him" to take a picture of the yellow envelope.
- b. On January 12, 2020 at 5:06 p.m. (CST), the defendant sent an email to Brown stating, "I need all that faxed tomorrow. Keep everyone outta the process completely. all shes to do is tell them her daughter handles her affairs and let tgem know shes sick and to speak to her daughter. Marie Lawhorn. send to you and put up."

The FBI SA looked through the State Farm claim notes to see if there was a note about permission for "Marie Lawhorn" to speak to State Farm on Jackson's behalf. The FBI SA observed a note where a caller identifying themselves as "Tara Jackson" called State Farm. According to the claim notes, the caller gave State Farm permission to speak to her daughter, Marie Lawhorn. The claim notes were time stamped January 14, 2020 at 6:55 p.m. (CST). The FBI SA reviewed the cell phone records of Brown. The FBI SA noted a call placed to a State Farm claim representative's phone number from 816-673-5518 on January 14, 2020 at 6:32:44 p.m. (CST). The FBI SA also observed a State Farm claim file note about a call on January 15, 2020, time stamped 5:54 p.m. (CST). According to the claim file note, Jackson's address was changed from 13821 E 35th Street Ct S Apt C, Independence, MO to 16800 E Larkspur Ln Apt 3, Independence, MO. The FBI SA looked at Brown's cell records for 816-673-5518 and observed that a call was placed to a State Farm claim representative's phone number on January 15, 2020 at 5:44 p.m. (CST) that lasted 11 minutes.

The FBI SA looked through emails sent to State Farm and observed two emails sent to State Farm on January 15, 2020 at 6:57 p.m. and 6:59 p.m. from the email account marie.lawhorn@yahoo.com. The emails contained Jackson's medical records, medical bills, and ambulance billing records. The FBI SA obtained the subscriber information for the email account marie.lawhorn@yahoo.com from Yahoo!. The subscriber information included the telephone number 816-673-5518 and a secondary email address latoyab323@yahoo.com.

On January 16, 2020, State Farm sent a letter to Stapleton at 2300 Sears Ct. Apt 4, Columbia, MO. The letter included a check in the amount of \$50,000.00, check number 932437, which was payment for the claim. The FBI SA obtained information from State Farm about how the check was sent and was informed the check was sent via UPS, tracking number #1Z6331051379229659. The FBI SA obtained Stapleton's Missouri Credit Union bank account records. The FBI SA observed that the State Farm check was deposited into the Stapleton's Missouri Credit Union account on January 21, 2020. Prior to the deposit the balance in Stapleton's bank account was \$6.43. On January 28, 2020, \$5,000 cash was withdrawn and 11 cashier's checks were purchased from Michael Stapleton's Missouri Credit Union bank account. All 11 cashier's checks were made payable to "Michael Lee Gene Stapleton" in the amount of \$2,500 for a total of \$27,500. On January 28, 2020, 3 of the cashier's checks were deposited into Stapleton's Missouri Credit Union account at a kiosk and 3 cash withdrawals of \$2,500 each were conducted at a kiosk. On January 30, 2020, 4 of the cashier's checks were deposited into Stapleton's Missouri Credit Union account at a kiosk and 3 cash withdrawals totaling \$10,000 were conducted at a kiosk. On February 5, 2020, 4 of the cashier's checks were deposited into Stapleton's bank account at a kiosk. Between February 7, 2020 and February 19, 2020, 6 cash withdrawals from Stapleton's account were conducted at a kiosk totaling \$15,000. By March 2, 2020, Stapleton's bank account balance was at \$.055.

On February 6, 2020, State Farm issued a check to Jackson in the amount of \$50,000.00. The FBI SA obtained information from State Farm about how the check was sent and was informed the check was sent via UPS, tracking number #1Z6331051379360293 to the address 16800 E. Larkspur Lane, Apt. 3, Independence, Missouri. The FBI SA obtained a copy of the check from State Farm and observed that it was cashed at 24 Hour Check Cashing, Inc. located at 8437 Wornall Road, Kansas City, Missouri. The FBI SA spoke to an employee at 24 Hour Check Cashing, Inc. and was informed that Jackson was charged at 6% fee for cashing the check.

The FBI reviewed the total payouts by State Farm, to include payouts to the participants, as a result of the December 16, 2019 incident. The payouts are as follows:

- a. Michael Stapleton - \$50,000.00
- b. Tara Jackson - \$50,000.00

The FBI also examined the loss to hospitals because of the automobile incident that occurred on December 16, 2019. Those amounts are as follows:

- a. Research Medical Center - \$163,433.64
  - Michael Stapleton - \$115,443.80
  - Tara Jackson - \$47,989.84

- a. St. Luke's East Hospital - \$23,722.20
  - Tara Jackson – \$23,722.20
- b. KCMO Ambulance - \$1,765.00
  - Michael Stapleton - \$920.00
  - Tara Jackson - \$845.00

The FBI calculated the total loss of \$288,920.84 related to this incident. The FBI also determined from the occupants' medical billing statements that none of the medical bills incurred by the occupants in the December 16, 2019 incident have been paid.

The defendant, by entering into this plea agreement, agrees that he entered into an agreement with other co-conspirators, charged and uncharged, to defraud State Farm by submitting false medical and insurance claims to State Farm in regard to an automobile incident that occurred on December 16, 2019. The defendant admits that the purpose of the conspiracy was to obtain money from State Farm by making false representations about bodily injuries, the incident, and personal liability concerning medical bills to State Farm as it pertains to the December 16, 2019, automobile incident.

#### **CASE NUMBER 22-CR-04013-01**

In March 2020, the United States Congress signed the CARES Act which established several programs to provide businesses economic relief during the COVID-19 pandemic. One of the new programs was the expansion of the existing disaster relief program- the Economic Injury Disaster Loan ("EIDL"). EIDL provided loan assistance, including \$10,000.00 in advances for small businesses. The EIDL proceeds could be used to pay fixed debts, payroll, accounts payable, and other bills associated with small businesses that could have been paid had the pandemic not occurred. These loans were not intended to replace lost sales or profits or for the expansion of the business. The EIDL funds were issued directly from the United States Department of the Treasury. Applicants applied to the SBA via an online portal and online application. A business applying for EIDL relief was eligible for an advance of \$1,000.00 per employee up to 10 employees that did not have to be repaid.

In August 2020, the defendant was arrested by the Federal Bureau of Investigation ("FBI") while at the University of Missouri Hospital, Columbia, Missouri. When Lawhorn was arrested, he had on him an Apple iPhone 11 and an Apple Mac laptop. The FBI seized the items and sought and was granted a federal search warrant. The iPhone and Mac were transferred, per the search warrant, to the Boone County Cyber Crimes Task Force ("BCCCTF"). A detective with BCCCTF conducted a forensic extraction of the iPhone and Mac. The detective also conducted an analysis of the iPhone and Mac. The detective, looking for evidence of fraud, found evidence of applications for COVID-19 disaster relief in



emails, Internet search terms “federal”, “loan”, “fraud”, “covid”, and text messages discussing potentially being criminally charged for false loan applications. The detective reported his findings to an FBI Special Agent (“FBI SA”).

The FBI SA looked through the text messages and found text messages between Lawhorn, using a TextNow account under the name “winsorsmith”. A number of Grand Jury subpoenas were issued to TextNow for a number of the defendant’s accounts. The FBI SA and was aware “winsorsmith” was a username for one of the defendant’s TextNow accounts because it was a name of one of the registered TextNow accounts on the phone seized from Lawhorn at the University of Missouri Hospital. The FBI SA observed text messages between “winsorsmith” and the number “7733101865”. The FBI subpoenaed the subscriber information for 773-310-1865 and the financially liable party was reported as Floyd Mitchell, Jr. from Flossmoor, Illinois. However, an Instagram post in May of 2019 on the Instagram account “a1empire\_ceo” showed a picture of a business card with the name Tina Battie reported as a Credit Repair Specialist and CEO of A1Empire Inc. and listed the phone number as 773-310-1865. The contents of the text messages suggested to the FBI SA that the defendant and the person he was texting were submitting applications for COVID-19 economic relief. The text messages contained names of individuals to include “Latoya Brown”, “Kathy Kimhang”, “Michael Stapleton”, “Marquez Lawhorn”, Matthew Akins”, and “Tiera Wallace”. The FBI SA observed a series of text messages referencing EIDL grants and loans. The FBI SA also observed text messages that referenced an application for “Apple”. The FBI SA was aware “Apple” was an alias for the (02) Defendant Lauren Luque (“Luque”) from the FBI investigation of wire fraud related to automobile insurance claims involving Luque and the defendant. The FBI SA reviewed text messages between “winsorsmith” and “3059236125”. The FBI SA knew that the phone number 305-923-6125 was utilized by the Luque based upon evidence obtained in the wire fraud investigation related to automobile insurance claims. The FBI SA observed text messages concerning bank accounts as well as a reference to A1 Empire. From the insurance wire fraud investigation, the FBI SA knew A1 Empire was a company owned by Battie.

Based on the information in the text messages, a Grand Jury subpoena was issued to the Small Business Association (“SBA”) for any EIDL application submitted in the names of the defendant, (03) Defendant Latoya Brown (“Brown”), Luque, and Battie, as well as Tiera Wallace, Michael Stapleton, Marquez Lawhorn, Matthew Akins, and Kathy Kimhang, as well as other individuals. The SBA complied with the subpoena and provided the requested information. The FBI SA reviewed the SBA information and determined that EIDL loans were applied for in the names of the defendant, Brown, and Luque and were approved for the EIDL advances. The FBI SA also determined that EIDL applications were submitted in the names of Tiera Wallace, Michael Stapleton, Marquez Lawhorn, Matthew Akins, and Kathy Kimhang, but the applications were rejected. The FBI SA also noted the applications contained an IP Address. The FBI SA spoke to the SBA and

determined the IP address on the application was the IP Address associated with the submission of the applications. The FBI SA determined the IP address was a Mediacom IP address. The FBI SA subpoenaed the subscriber information from Mediacom for the IP Address and determined the subscriber was Battie. The FBI SA also observed the telephone listed in the subscriber information was 773-310-1865. The FBI SA spoke to the SBA and was told the applications were processed at the SBA Processing and Disbursement Center located in the Dallas/Fort Worth, Texas area.

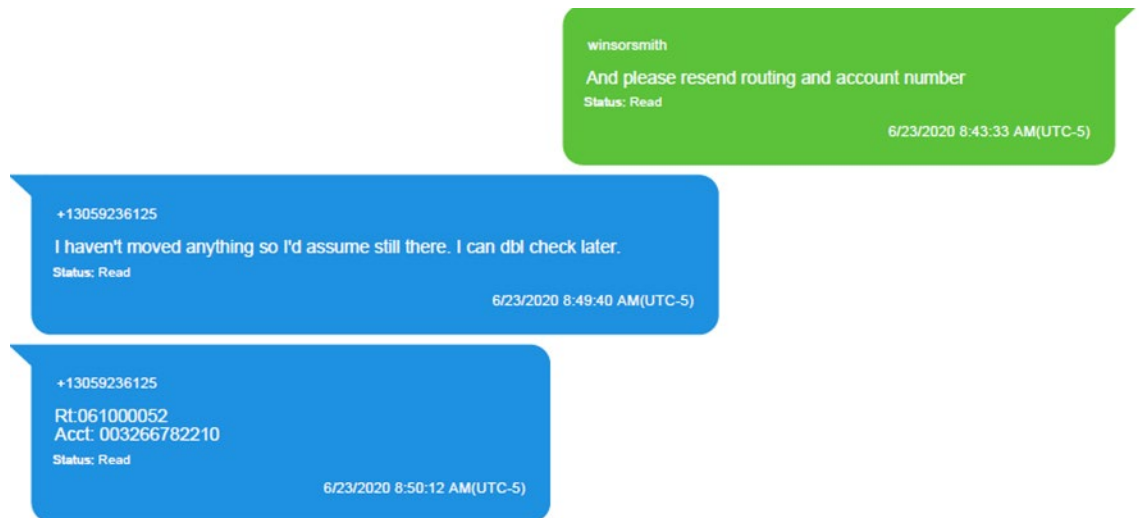
In the text messages, the FBI SA also observed references to Cash App. A Grand Jury subpoena was issued for the Cash App accounts related to Battie, Luque, and Brown, as well as others. The FBI SA reviewed the Cash App accounts and observed bank accounts linked to the Cash App accounts. A Grand Jury subpoena was issued for the relevant bank accounts, to include banks accounts for A1 Empire, Luque, Brown, and the defendant. The banks complied with the subpoenas and provided the records for the bank accounts. The following is what appeared to have occurred.

On or about June 23, 2020, an application was submitted for an EIDL loan for the business "Lawrence Lawhorn". The application number was 3306052507. The subscriber for the IP address from which the application was submitted was identified as "Tina Plant", phone number 773-310-1865. According to the application, the business was established on 2/18/2016 and the current ownership started on 2/05/2019. The business activity was reported as "Construction and Contractors". The application reported that the business had \$60,000.00 in gross revenues for the 12 months prior to January 31, 2020. The application reported that the business had \$45,000.00 in cost of goods sold in the 12 months prior to January 31, 2020. The application reported that the business employed 10 employees as of January 31, 2020. The FBI SA noted that according to the SBA, the business would receive \$1,000.00 per employee up to a maximum of \$10,000.00 in an advance on the loan that was applied for. The FBI SA noted the tax identification number reported for the business in the application was the defendant's social security number. The application checked the box certifying under penalty of perjury that the information was true and correct. The FBI SA searched for the business "Lawrence Lawhorn" with the Missouri Secretary of State and no records were found. The FBI SA examined the EIDL application for the defendant and observed it contained banking information including routing number and account number. The FBI SA looked up the routing number and determined the bank was Bank of America. The FBI SA subpoenaed Bank of America for the account information from the account number listed on the defendant's EIDL application. Bank of America complied with the subpoena. The FBI SA observed that the bank account was listed in the defendant's name and was opened on June 17, 2020.

On or about June 24, 2020, an application was submitted for an EIDL loan for the business "Latoya Brown". The application number was 3306248163. The

subscriber for the IP address from which the application was submitted was identified as “Tina Plant”, phone number 773-310-1865. According to the application, the business was established on 2/04/2019 and the current ownership started on 2/04/2019. The business activity was reported as “Eating and Drinking Places” with a business sub activity reported as “Catering”. The application reported that the business had \$65,000.00 in gross revenues for the 12 months prior to January 31, 2020. The application reported that the business had \$30,000.00 in cost of goods sold in the 12 months prior to January 31, 2020. The application reported that the business employed 10 employees as of January 31, 2020. The FBI SA noted the tax identification number reported for the business in the application was Brown’s social security number. The application checked the box certifying under penalty of perjury that the information was true and correct. The FBI SA searched for the business “Latoya Brown” with the Missouri Secretary of State and no records were found.

The parties agree that the following text messages were found on Lawhorn’s cell phone seized by the FBI between “winsorsmith” and “3059236125”:



winsorsmith  
Need banking info. Account number and routing number  
Status: Read  
6/24/2020 1:39:10 PM(UTC-5)

+13059236125  
<https://media.textnow.com/?l=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJ1c2VybmFIZSI6ImdpbnNvcnNlaXR0liwia2V5IjoieYjYmQ0MmEiYjY0Yi0xMwVhLTg5YjMIMWUxMDFYmM0ZTg4In0.Agqv9YxVMtuYVH4GCTWbk6EHNDUCzxbDYHCUgG8c4&h=b9cbd42a-b64b-11ea-89b3-1e101bbc4e88>  
Attachments:  
  
Size: 204750  
File name: b0f81ebcdcaaeaa3da4e7258be266eb  
b0f81ebcdcaaeaa3da4e7258be266eb  
Status: Read  
6/24/2020 1:51:34 PM(UTC-5)

6i

winsorsmith  
Bank of America correct?  
Status: Read  
6/24/2020 1:57:59 PM(UTC-5)

+13059236125  
Yeah  
Status: Read  
6/24/2020 1:58:26 PM(UTC-5)

The FBI SA examined the text messages found on Lawhorn’s cellphone and specifically the text messages between “winsorsmith” and “7733101865. The FBI SA noted one next message where “winsorsmith” appears to refer the individual using “7733101865” as “Tina”. The FBI SA also observed text messages from “7733101865” to “winsorsmith” where “7733101865” refers to the individual using “winsorsmith” as “Courtney”. The parties agree that the following text messages were found on Lawhorn’s cellphone seized by the FBI between “winsorsmith” and “7733101865”:

+1773310186  
5  
Email  
6/23/2020 3:25:22

winsorsmith  
Create emails for em and just write the passwords down  
Status: Read  
6/23/2020 3:55:05 PM(UTC-5)

+1773310186  
5  
Ok  
6/23/2020 3:55:25

+1773310186  
Matthew  
Kathy  
Tiera  
Lanay  
Michael  
Lafoya  
Status: Read  
6/24/2020 8:57:44 PM(UTC-5)

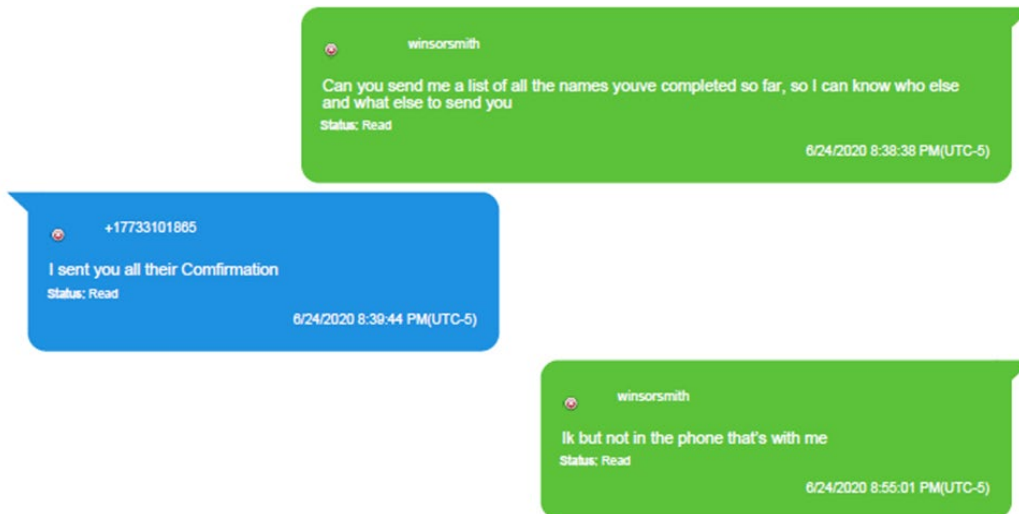
+1773310186  
U got it  
Status: Read  
6/24/2020 10:27:22 PM(UTC-5)

winsorsmith  
What is "you got it"?  
Status: Read  
6/25/2020 12:26:24 AM(UTC-5)

+1773310186  
Nothing  
Status: Read  
6/25/2020 1:28:18 AM(UTC-5)

+1773310186  
I was referring to the list  
Status: Read  
6/25/2020 1:44:28 AM(UTC-5)

winsorsmith  
I thought I sent you 9 ppls info but on the list of completed there's only 6, who am I missing so I can make sure you have complete info?  
Status: Read  
6/25/2020 11:10:50 AM(UTC-5)



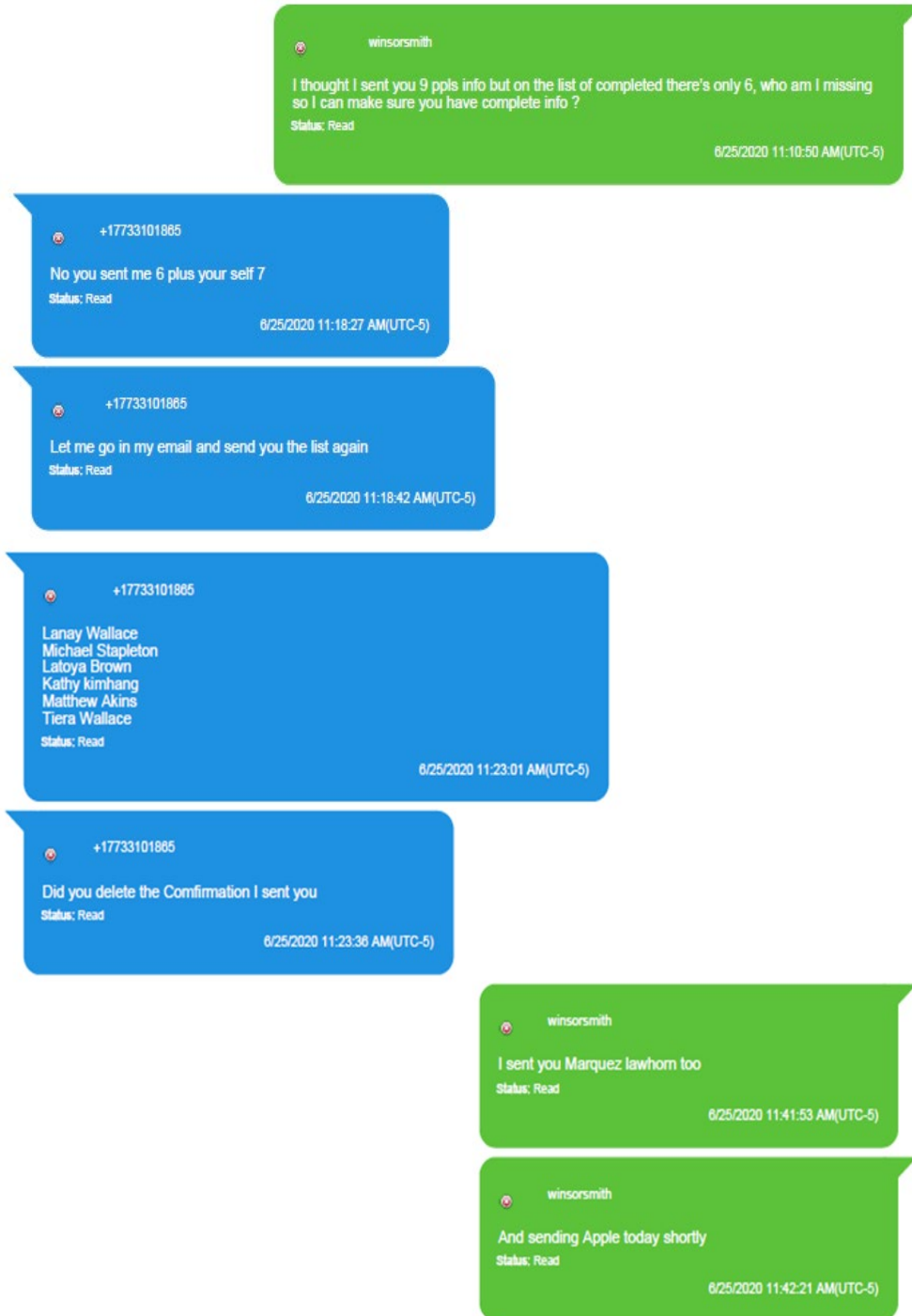
The FBI SA reviewed further applications and determined the following:

- a. On or about June 24, 2020, an application was submitted for an EIDL loan for the business “Kathy Kimhang”. The application number was 3306394643. The subscriber information for the IP address from which the application was submitted was identified as “Tina Plant”, telephone number 773-310-1865. According to the application, the business was established on 9/10/2018 and the current ownership started on 9/10/2018. The application reported the business activity was “Personal Services with a business sub activity of “Hair & Nail Salon”. The application reported that the business had \$30,000.00 in gross revenues in the 12 months prior to January 31, 2020. The application reported that the business had \$10,000.00 in cost of goods sold for the 12 months prior to January 31, 2020. The application reported that the business employed 10 employees as of January 31, 2020. The application checked the box certifying under penalty of perjury that the information was true and correct. The FBI SA observed the tax identification number reported for the business on the application was Kimhang’s social security number. The FBI SA searched for the business “Kathy Kimhang” with the Missouri Secretary of State and no records were found. The application also included the email address for the “Kathy Kimhang” business and it was “kimhangservice@gmail.com”. A Grand Jury subpoena was issued to Google for the subscriber information for that email address. The subscriber information showed that the email account was created on June 24, 2020. The IP address associated with signing the terms of service for the email account creation was Battie’s Mediacom IP Address. The SMS recovery phone number reported for the email account was 573-305-5195. A Grand Jury subpoena was issued for the subscriber of the phone number and the subscriber was J.B., who is Battie’s husband. The FBI SA determined this application was declined.
- b. On or about June 24, 2020, an application was submitted for an EIDL loan for the business “Tiera Wallace”. The application number was 3306431292. The



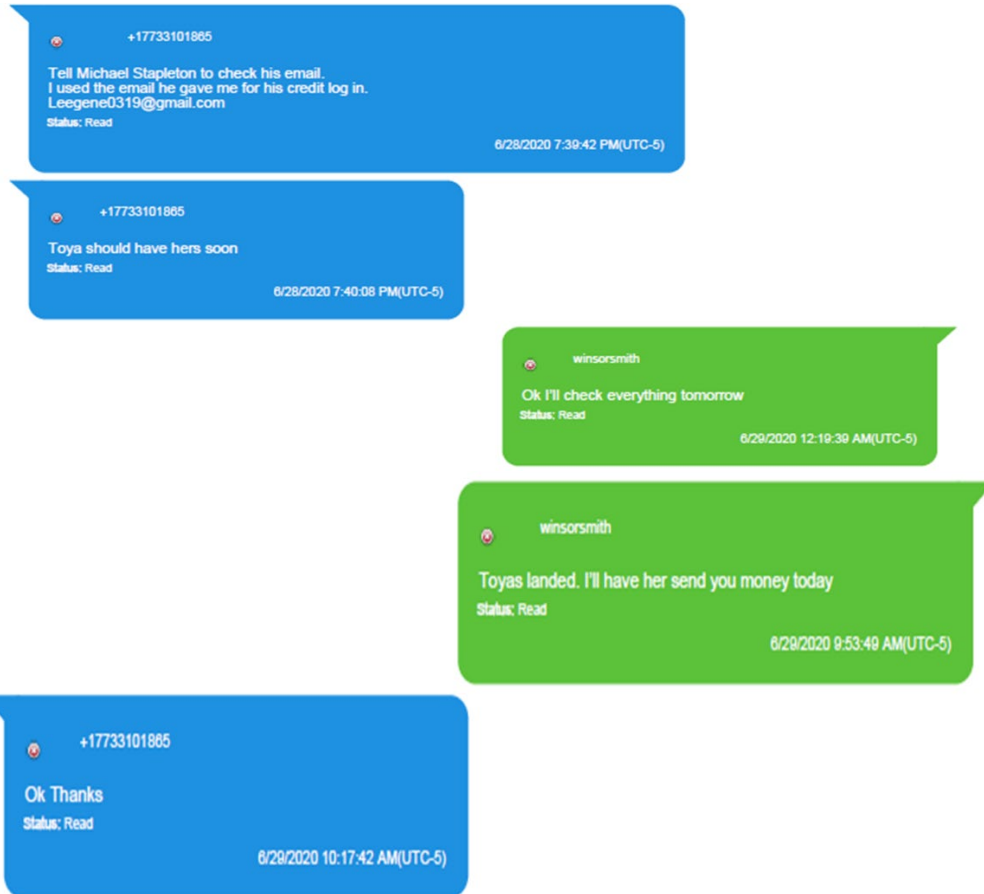
subscriber for the IP address from which the application was submitted was identified as “Tina Plant”. According to the application, the business was established on 6/03/2019 and the current ownership started on 6/03/2019. The application reported that the business activity was “Eating & Drinking Places” with a business sub activity of “Catering”. The application reported that the business had \$30,000.00 in gross revenues in the 12 months prior to January 31, 2020. The application reported that the business had \$10,000.00 in cost of goods sold for the 12 months prior to January 31, 2020. The application reported that the business employed 10 employees as of January 31, 2020. The FBI SA observed the tax identification number reported for the business in the application was Tiera Wallace’s social security number. The application checked the box certifying under penalty of perjury that the information was true and correct. The FBI SA searched for the business “Tiera Wallace” with the Missouri Secretary of State and no records were found. The application also included an email for the “Tiera Wallace” business and the email address listed was “Twallacecompany@gmail.com”. A Grand Jury subpoena was issued to Google for the subscriber information for that email address. The subscriber information showed that the email account was created on June 24, 2020. The IP address associated with signing the terms of service for the email account creation was the Battie’s Mediacom IP Address. The SMS recovery phone number reported for the email account was 573-305-5195. A Grand Jury subpoena was issued for the subscriber of the phone number and the subscriber was J.B., who is Battie’s husband. The EIDL application also included a bank routing number and account number. The FBI SA determined the routing number was for Academy Bank. The FBI SA subpoenaed Academy Bank for using the account number listed on the EIDL application. The FBI SA reviewed the records from Academy Bank and determined the account listed on the EIDL application was closed in November 2019. The FBI SA reviewed the text messages from “winsorsmith” to “7733101865” and determined “winsorsmith” sent the Academy Bank account information for Tiera Wallace to “7733101865” on June 24, 2020. The FBI SA determined the EIDL application was declined.

The parties agree that the following text messages were found on Lawhorn’s cellphone seized by the FBI between “winsorsmith” and “7733101865”:



The FBI SA subpoenaed Lawhorn's bank records from Bank of America, account XXXXXXXX6872. On June 25, 2020, \$10,000.00 was deposited into a Bank of America account for Lawhorn. The deposit description was "SBAD TREAS 310 DES: MISC PAY ID:EIDG: 3306052507 INDN: Lawrence Lawhorn". The depositor was the United States Treasury.

The parties agree that the following text messages were found on Lawhorn's cellphone seized by the FBI between "winsorsmith" and "7733101865":



The FBI SA subpoenaed Brown's BMO Harris bank account, account number XXXXXX7440. On June 25, 2020, \$10,000.00 was deposited into a BMO Harris bank account for BROWN. The depositor was the United States Treasury.

The parties agree that the following text messages were found on Lawhorn's cellphone seized by the FBI between "winsorsmith" and "7733101865":

+17733101885  
Toya was able to send 4000, she will send the other 1000 tomorrow  
Status: Read  
6/29/2020 5:43:42 PM(UTC-5)

+17733101885  
Kathy should have hers soon  
Status: Read  
6/29/2020 8:39:10 PM(UTC-5)

winsor-smith  
Ok ty  
Status: Read  
6/29/2020 10:28:14 PM(UTC-5)

+17733101885  
Send me Tiera phone number again  
Status: Read  
6/29/2020 10:35:21 PM(UTC-5)

+17733101885  
And Marquez correct routing and account number.  
Status: Read  
6/29/2020 10:37:28 PM(UTC-5)

+17733101865  
\$A1Empire  
Status: Read  
8/30/2020 2:19:43 PM(UTC-5)

+17733101865  
<https://www.marketwatch.com/story/small-business-owners-could-face-jail-time-as-doj-launches-investigation-into-coronavirus-loan-program-2020-05-01>  
Status: Read  
8/30/2020 2:22:00 PM(UTC-5)

+17733101865  
Way yo note keep popping up on my screen ♀  
Status: Read  
8/30/2020 3:15:45 PM(UTC-5)

+17733101865  
And hurry up so I can send this money cash app. I don't like holding money in there, they be stealing  
Status: Read  
8/30/2020 3:17:04 PM(UTC-5)

+17733101865  
Or you gonna wait til I get cash  
Status: Read  
8/30/2020 3:17:51 PM(UTC-5)

winsor-smith  
She sending the request now  
Status: Read  
8/30/2020 3:27:14 PM(UTC-5)

The FBI SA observed multiple point of sale purchases (“POS”) in Brown’s BMO Harris bank account. On June 30, 2020, a \$4,000.00 withdrawal occurred from Brown’s bank account with the description “POS PURCHASE CASH APP TINA BATTI”. On June 30, 2020 a \$150.00 withdrawal occurred from Brown’s bank account with the description “POS PURCHASE SQ APPLE”. On July 01, 2020, a \$2,850.00 withdrawal occurred from Brown’s bank account with the description “POS PURCHASE SQ APPLE”. On the same date, a \$1,000.00

withdrawal occurred from Brown's bank account with the description, "POS PURCHASE CASH APP TINA BATTI". The FBI SA subpoenaed Battie's Cash App account and Cash App complied. The FBI SA noted a transaction on June 29, 2020, \$4,000.00 was "Paid Out" and the sender was "Latoya Brown". On June 30, \$1,000.00 was "Paid Out" and the sender was "Latoya Brown". The FBI SA noted the bank accounts associated with the Cash App account were two Bank of America accounts, account number XXXXXXXXX7881 and account number XXXXXXXXX7778. The FBI SA subpoenaed the Bank of America accounts, and both of the accounts are in the name of "A1 Empire, Inc." and Battie was the signer for both accounts. A search of the Missouri Secretary of State showed Battie as the registered agent for the business. The FBI SA reviewed the transactions for account XXXXXXXXX7881 and observed the following:

- a. On July 2, 2020, a deposit from Cash App in the amount of \$1,500.00 and the description included "INDN: Tina Battie".
- b. On July 3, 2020, a deposit from Cash App in the amount of \$2,000.00 and the description included "INDN: Tina Battie".
- c. On July 7, 2020, two deposits from Cash App in the amount of \$2,000.00 and \$740.00 and the description included "INDN: Tina Battie".
- d. On July 15, 2020, a deposit from Cash App in the amount of \$460.00 and the description included "INDN: Tina Battie".

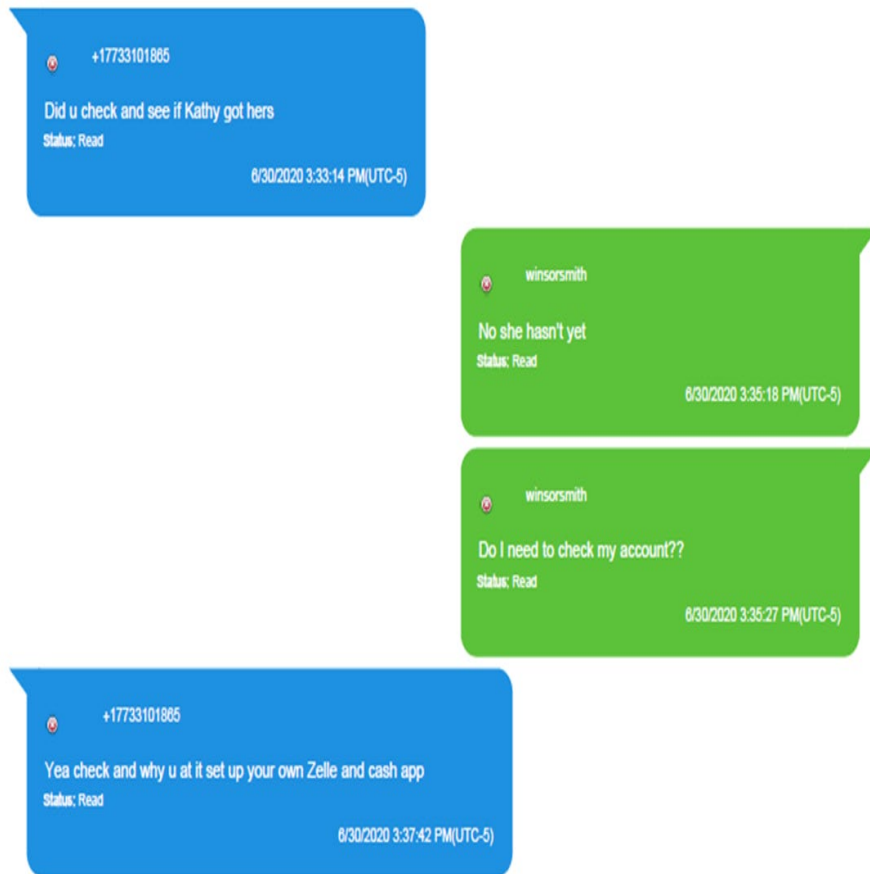
On or about June 25, 2020, an application was submitted for an EIDL loan for the business "Lauren Luque". The subscriber for the IP address from which the application was submitted was identified as "Tina Plant", phone number 773-310-1865. The application number was 3306637377. According to the application, the business was established on 3/05/2018 and the current ownership started on 3/05/2018. The application reported that the business activity was "Eating & Drinking Places", and the business sub activity was "Catering". The application reported that the business had \$100,000.00 in gross revenues in the 12 months prior to January 31, 2020. The application reported that the business had \$45,000.00 in cost of goods sold for the 12 months prior to January 31, 2020. The application reported that the business employed 10 employees as of January 31, 2020. The FBI SA noted the tax identification number reported for the business in the application was the defendant's social security number. The application checked the box certifying under penalty of perjury that the information was true and correct. The FBI SA searched for the business "Lauren Luque" with the Missouri Secretary of State and no records were found.

The FBI SA obtained bank records for a Bank of America account, account number XXXXXXXXX2210. The names on the account were the defendant and R.E.L., the defendant's husband. The FBI SA observed a \$10,000.00 deposit on June 30, 2020. The deposit description was "SBAD TREAS 310 DES: MISC PAY ID:EIDG: 3306637377 INDN: Lauren Luque". The depositor was the United States Treasury. The FBI SA also observed a deposit on July 2, 2020 in the amount



of \$6,175.37 from Cash App. The description for the deposit included “INDN: Apple”. According to Cash App’s website, Cash App offers free standard deposits of Cash App funds to a bank account or charges a fee for instant deposits to a linked debit card. The deposit of \$6,175.37 into the defendant’s Bank of America account represents a 2.75% fee taken from a \$6,300.00 “cash out” of the defendant’s Cash App account. The FBI SA also observed two transfers of U.S. Currency out of account XXXXXXXX2210. First, on July 6, 2020, \$2,000.00 was transferred to a Cash App account. The description reads “CASH APP\*TINA BATTI”. Second, on the same date, \$12,151.00 was transferred to United Credit Union, Columbia MO. The FBI SA subpoenaed records for the defendant’s United Credit Union bank account. The FBI SA observed on July 3, 2020, \$12,151.00 was deposited into that bank account. Prior to that deposit, the account had \$2.18 in it. The FBI SA observed on July 3, 2020, \$5,000.00 in cash was withdrawn from the account. The FBI SA observed on July 10, 2020, \$3,000.00 in cash was withdrawn from the account. Finally, the FBI SA obtained the defendant’s Cash App account information. The FBI SA observed a pay out from the defendant’s Cash App account in the amount of \$2,000.00 to “Tina Battie” which occurred on July 3, 2020.

The parties agree that the following text messages were found on Lawhorn’s cell phone seized by the FBI between “winsorsmith” and “7733101865”:



+17733101885  
My fee 3k for the rest  
Status: Read  
6/30/2020 3:44:06 PM(UTC-5)

winsorsmith  
Nowww you rate switching on me? And ok I'll cash app the additional 100 back  
Status: Read  
6/30/2020 3:51:02 PM(UTC-5)

+17733101885  
boy keep the \$100  
Status: Read  
6/30/2020 3:52:40 PM(UTC-5)

+17733101885  
No u the one said 3K  
Status: Read  
6/30/2020 3:52:53 PM(UTC-5)

+17733101885  
I was just talking if I didn't want to send the \$500 I wouldn't have  
Status: Read  
6/30/2020 3:53:42 PM(UTC-5)

winsorsmith  
Ik you ain't worried about no 100 dollars and if you want me to give you 3 I will, ppl are just not as willing to take only 1000 so I'll give 2 grand or if family 2500, but you know me and you and never gone have no money disputes so if you saying I need to make it 3 then I will.  
Status: Read  
6/30/2020 4:18:10 PM(UTC-5)

winsorsmith  
The cash app is saying pending, idk why  
Status: Read  
6/30/2020 4:18:22 PM(UTC-5)

winsorsmith  
Next few step. We need to get wayyyyyyy more names turned in asap  
Status: Read  
7/1/2020 6:08:17 PM(UTC-5)

winsorsmith  
Why?  
Status: Read  
7/1/2020 6:08:20 PM(UTC-5)

winsorsmith  
I don't think that ppl are getting in trouble except for ppp  
Status: Read  
7/1/2020 6:08:40 PM(UTC-5)

+17733101865  
Yea that's the ppp they just got more funds for EIDL grants and loan  
Status: Read  
7/1/2020 6:11:37 PM(UTC-5)

+17733101865  
Going to get the CBD cafe together, we just got the building.  
Status: Read  
7/1/2020 6:12:52 PM(UTC-5)

+17733101865  
I haven't seen or heard nothing abt ppl doing the EIDL getting in trouble  
Status: Read  
7/1/2020 6:19:06 PM(UTC-5)

+17733101865  
I put basically the same info/numbers on everybody application so that can't be the reason they denied it? IDK  
Status: Read  
7/15/2020 10:44:08 AM(UTC-5)

+17733101865  
Not sure of the status of his advance/grant that's why u need to call  
Status: Read  
7/15/2020 10:53:18 AM(UTC-5)

winsorsmith  
Check Matt's email bc it probably needs security questions too  
Status: Read  
7/15/2020 11:19:49 AM(UTC-5)

+17733101865  
U have his email info  
Status: Read  
7/15/2020 11:39:15 AM(UTC-5)

winsorsmith  
Yes  
Status: Read  
7/15/2020 11:40:23 AM(UTC-5)

winsorsmith  
Text mike. I just called him. Tell him send you his email name and log in password  
Status: Read  
7/15/2020 11:40:44 AM(UTC-5)

winsorsmith  
5733181628  
Status: Read  
7/15/2020 11:40:54 AM(UTC-5)

+17733101865  
I used the email you gave me for Matt  
Akinsparalegalpush@gmail.com  
Status: Read  
7/15/2020 11:45:24 AM(UTC-5)

+17733101885

<https://www.washingtonpost.com/business/2020/07/15/sba-eidl-loan-program-coronavirus/>

Status: Read

7/15/2020 6:26:01 PM(UTC-5)

+17733101885

That's cause Chicago was doing the most talking on social media

Status: Read

7/15/2020 6:27:40 PM(UTC-5)

+17733101885

And they dumb asses calling to check the status but can't even answer questions about their business♀ and they all did agriculture/farming businesses instead of doing food service or something♀

Status: Read

7/15/2020 6:31:07 PM(UTC-5)

The defendant, by entering into this plea agreement, agrees that he entered into an agreement with other co-conspirators, charged and uncharged, to obtain pandemic-related financial benefits in the form of SBA sponsored EIDL loan advances by submitting false EIDL applications or having false EIDL applications submitted for a business named "Lawrence Lawhorn", "Lauren Luque", "Latoya Brown", "Tiera Wallace", "Kathy Kimhang", and "Michael Stapleton" in order to obtain U.S. currency from the United States Department of Treasury. The defendant admits that he never had a business named "Lawrence Lawhorn" and that he and the co-conspirators knowingly and intentionally submitted a false application to the SBA to obtain EIDL funds via the internet.

4. **Use of Factual Admissions and Relevant Conduct.** The defendant acknowledges, understands and agrees that the admissions contained in paragraph 3 and other portions of this plea agreement will be used for the purpose of determining his guilt and advisory sentencing range under the United States Sentencing Guidelines (“U.S.S.G.”), including the calculation of the defendant’s offense level in accordance with U.S.S.G. § 1B1.3(a)(2). The defendant acknowledges, understands and agrees that the conduct charged in any dismissed counts of the indictment, as well as all other uncharged, related criminal activity, may be considered as “relevant conduct” pursuant to U.S.S.G. § 1B1.3(a)(2) in calculating the offense level for the charges to which he is pleading guilty.

5. **Statutory Penalties.** The defendant understands that, upon his plea of guilty to Counts 1 and 2 of the superseding indictment in case number 20-CR-04071, charging him with conspiracy to commit wire and mail fraud the maximum penalty the Court may impose is not more than 20 years’ imprisonment, a fine of not more than \$250,000.00, not more than three (3) years’ supervised release, an order of restitution and a \$100 mandatory special assessment per felony count of conviction, which must be paid in full at the time of sentencing. The defendant further understands that these offenses are Class C felonies.

The defendant understands that, upon his plea of guilty to Count 68 of the superseding indictment in case number 20-CR-04071, charging him with aggravated identity theft, the maximum penalty the Court may impose is two (2) years imprisonment, which must be served consecutively to any other term of imprisonment, a fine of not more than \$250,000.00, not more than one (1) year supervised release, an order of restitution and a \$100 mandatory special assessment per felony count of conviction, which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class E felony.



The defendant understands that, upon his plea of guilty to Count 1 of the indictment in case number 20-CR-04071, charging him with conspiracy to commit wire the maximum penalty the Court may impose is not more than 20 years' imprisonment, a fine of not more than \$250,000.00, not more than three (3) years' supervised release, an order of restitution and a \$100 mandatory special assessment per felony count of conviction, which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class C felonies.

6. **Sentencing Procedures.** The defendant acknowledges, understands and agrees to the following:

- a. on case number 20-CR-04013 and 22-CR-04071, in determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Guidelines, however, are advisory in nature, and the Court may impose a sentence either less than or greater than the defendant's applicable Guidelines range, unless the sentence imposed is "unreasonable";
- b. on case number 20-CR-04013 and 22-CR-04071, the Court will determine the defendant's applicable Sentencing Guidelines range at the time of sentencing;
- c. on case number 20-CR-04071, in addition to a sentence of imprisonment, the Court may impose a term of supervised release of not more than three (3) years for Counts 1 and 2, and a term of supervised release of not more than 1 year on Count 68; that the Court must impose a period of supervised release if a sentence of imprisonment of more than one (1) year is imposed;
- d. on case number 20-CR-04071, if the defendant violates a condition of his supervised release, the Court may revoke his supervised release and impose an additional period of imprisonment of up to two (2) years without credit for time previously spent on supervised release for counts 1 and 2, and an additional period of imprisonment of up to one (1) year without any credit for time previously spent of on supervised release for count 68. In addition to a new term of imprisonment, the Court also may impose a new period of supervised release, the length of which cannot exceed three (3) years for counts 1 and 2 and one (1) year for count 68, less the term of imprisonment imposed upon revocation of the defendant's first supervised release;
- e. on case number 22-CR-04013, in addition to a sentence of imprisonment, the Court may impose a term of supervised release of not more than three (3) years

that the Court must impose a period of supervised release if a sentence of imprisonment of more than one (1) year is imposed;

- f. on case number 22-CR-04013, if the defendant violates a condition of his supervised release, the Court may revoke his supervised release and impose an additional period of imprisonment of up to two (2) years without credit for time previously spent on supervised release. In addition to a new term of imprisonment, the Court also may impose a new period of supervised release, the length of which cannot exceed three (3) years less the term of imprisonment imposed upon revocation of the defendant's first supervised release;
- g. on case number 20-CR-04013 and 22-CR-04071, the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;
- h. on case number 20-CR-04013 and 22-CR-04071, any sentence of imprisonment imposed by the Court will not allow for parole;
- i. on case number 20-CR-04013 and 22-CR-04071, the Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Office; and
- j. on case number 20-CR-04013 and 22-CR-04071, the defendant may not withdraw his guilty plea solely because of the nature or length of the sentence imposed by the Court.
- k. On case number 20-CR-04013 and 22-CR-04071, he defendant agrees that the United States may institute civil, judicial or administrative forfeiture proceedings against all forfeitable assets in which the defendant has an interest, and that he will not contest any such forfeiture proceedings;
- l. on case number 20-CR-04013 and 22-CR-04071, the defendant agrees to forfeit all interest he owns or over which he exercises control, directly or indirectly, in any asset that is subject to forfeiture to the United States either directly or as a substitute for property that was subject to forfeiture but is no longer available for the reasons set forth in 21 U.S.C. § 853(p), which is applicable to this action, pursuant to 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c), including, but not limited to, a money judgement in an amount to be determined by the Court. With respect to any asset which the defendant has agreed to forfeit, the defendant waives any constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this plea agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment under the Eighth Amendment to the United States Constitution;

- m. On case number 20-CR-04013 and 22-CR-04071, the defendant agrees to fully and truthfully disclose the existence, nature and location of all assets forfeitable to the United States, either directly or as a substitute asset, in which he, his co-defendants and his co-conspirators have or had any direct or indirect financial interest, or exercise or exercised control, directly or indirectly, during the period from June 1, 2017, to the present. The defendant also agrees to fully and completely assist the United States in the recovery and forfeiture of all such forfeitable assets;
- n. On case number 20-CR-04013 and 22-CR-04071, the defendant agrees to take all necessary steps to comply with the forfeiture matters set forth herein before his sentencing;
- o. On case number 20-CR-04013 and 22-CR-04071, within ten (10) days of the execution of this plea agreement, at the request of the USAO, the defendant agrees to execute and submit: (1) a Tax Information Authorization form; (2) an Authorization to Release Information; (3) a completed financial disclosure statement; and (4) copies of financial information that the defendant submits to the U.S. Probation Office. The defendant understands that the United States will use the financial information when making its recommendation to the Court regarding the defendant's acceptance of responsibility; and
- p. On case number 20-CR-04013 and 22-CR-04071, at the request of the USAO, the defendant agrees to undergo any polygraph examination the United States might choose to administer concerning the identification and recovery of forfeitable assets and restitution.

7. **Government's Agreements.**

Case number 22-04071-CR

Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against defendant for any federal criminal offenses related to wire and mail fraud for which it has venue, and which arose out of the defendant's conduct described above. The United States Attorney's Office for the Western District of Missouri agrees not to prosecute the defendant for any crimes involving bribery of a prison guard or possession of contraband in a detention facility. The defendant understands if he breaches this plea agreement, the Government can charge him with conspiracy to bribe a prison guard in violation of 18 U.S.C. 371, bribery of a prison guard in

violation of 18 U.S. Code § 201, and possession of contraband in a federal detention facility in violation of 18 U.S. Code § 1791. Additionally, the United States Attorney for the Western District of Missouri agrees to dismiss Counts 3-67 and Count 69 at sentencing.

Case number 22-CR-04013

Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against defendant for any federal criminal offenses related to wire and mail fraud for which it has venue, and which arose out of the defendant's conduct described above. The United States Attorney's Office for the Western District of Missouri agrees not to prosecute the defendant for any crimes involving bribery of a prison guard or possession of contraband in a detention facility. The defendant understands if he breeches this plea agreement, the Government can charge him with conspiracy to bribe a prison guard in violation of 18 U.S.C. 371, bribery of a prison guard in violation of 18 U.S. Code § 201, and possession of contraband in a federal detention facility in violation of 18 U.S. Code § 1791. Additionally, the United States Attorney for the Western District of Missouri agrees to dismiss Counts 2-9 at sentencing.

Case numbers 20-04071-CR and 22-04013-CR

In exchange for the defendant's pleas of guilty, the Government will remain silent on the issue of concurrent or consecutive time as to case numbers 20-04071-CR and 22-04013-CR.

The defendant understands that this plea agreement does not foreclose any prosecution for an act of murder or attempted murder, stalking, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts, or any criminal activity.

The defendant recognizes that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises made by the defendant in this agreement. If the defendant breaches this plea agreement, the United States retains the right to proceed with the original charges and any other criminal violations established by the evidence. The defendant expressly waives his right to challenge the initiation of the dismissed or additional charges against him if he breaches this agreement. The defendant expressly waives his right to assert a statute of limitations defense if the dismissed or additional charges are initiated against him following a breach of this agreement. The defendant further understands and agrees that, if the Government elects to file additional charges against him following his breach of this plea agreement, he will not be allowed to withdraw his guilty plea.

8. **Preparation of Presentence Report.** On case numbers 20-CR-04071 and 22-CR-04013, the defendant understands that the United States will provide to the Court and the United States Probation Office a government version of the offense conduct. This may include information concerning the background, character and conduct of the defendant, including the entirety of his criminal activities. The defendant understands these disclosures are not limited to the counts to which he has pleaded guilty. The United States may respond to comments made or positions taken by the defendant or the defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this plea agreement. The United States and the defendant expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

9. **Withdrawal of Plea.** On case numbers 20-CR-04071 and 22-CR-04017, either party reserves the right to withdraw from this plea agreement for any or no reason at any time prior to the entry of the defendant's plea of guilty and its formal acceptance by the Court. In the event of such withdrawal, the parties will be restored to their pre-plea agreement positions to the fullest extent possible. However, after the plea has been formally accepted by the Court, the defendant may withdraw his pleas of guilty only if the Court rejects the plea agreement, or if the defendant can show a fair and just reason for requesting the withdrawal. The defendant understands that, if the Court accepts his pleas of guilty and this plea agreement but subsequently imposes a sentence that is outside the defendant's applicable Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like or agree with, he will not be permitted to withdraw his plea of guilty.

10. **Agreed Guidelines Applications.** With respect to the application of the Sentencing Guidelines to this case, the parties stipulate and agree as follows:

Case number 20-CR-04071

a. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is not "unreasonable";

b. The applicable Guidelines section for the offense of conviction is U.S.S.G. §§ 2B1.1 and 2X1.1 for Counts 1 and 2, and U.S.S.G. § 2B1.6 for Count 69.

c. The parties agree to the following concerning specific offense characteristics for Counts 1 and 2:

- iv. The parties agree U.S.S.G. § 2B1.1(b)(1)(H) applies;
- v. The parties agree U.S.S.G. § 2B1.1(b)(10) does NOT apply;
- vi. The parties agree U.S.S.G. § 2B1.1(b)(16) applies.

d. The parties also agree that U.S.S.G. § 3B1.1(a) applies.



e. The defendant has admitted his guilt and clearly accepted responsibility for his actions, and has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently. Therefore, he is entitled to a 3-level reduction pursuant to § 3E1.1(b) of the Sentencing Guidelines. The Government, at the time of sentencing, will file a written motion with the Court to that effect, unless the defendant: (1) fails to abide by all of the terms and conditions of this plea agreement and his pretrial release; or (2) attempts to withdraw his guilty pleas, violates the law, or otherwise engages in conduct inconsistent with his acceptance of responsibility;

f. The parties agree that the Court will determine his applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office;

g. The defendant understands that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in paragraph 9 of this plea agreement, provide the defendant with a basis to withdraw his plea of guilty;

h. The parties agree that the parties can argue for whatever sentence to include arguing for a sentence outside the applicable Guidelines as determined by the United States Probation Office and the Court. The agreement by the parties is not binding upon the Court or the United States Probation Office, and the Court may impose any sentence authorized by law, including any sentence outside the applicable Guidelines range that is not “unreasonable”;

i. The defendant consents to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendant’s sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other enhancement or adjustment) and any legally authorized increase above the normal statutory maximum. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed and waives any right to have those facts alleged in the indictment. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay; and

j. The defendant understands and agrees that the factual admissions contained in paragraph 3 of this plea agreement, and any admissions that he will make during his plea colloquy, support the imposition of the agreed upon Guidelines calculations contained in this agreement.

k. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is not "unreasonable";

l. The applicable Guidelines section for the offense of conviction is U.S.S.G. §§ 2B1.1.

m. The defendant has admitted his guilt and clearly accepted responsibility for his actions and has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently. Therefore, he is entitled to a 3-level reduction pursuant to § 3E1.1(b) of the Sentencing Guidelines. The Government, at the time of sentencing, will file a written motion with the Court to that effect, unless the defendant: (1) fails to abide by all of the terms and conditions of this plea agreement and his pretrial release; or (2) attempts to withdraw his guilty pleas, violates the law, or otherwise engages in conduct inconsistent with his acceptance of responsibility;

n. The parties agree that the Court will determine his applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office;

o. The defendant understands that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in paragraph 9 of this plea agreement, provide the defendant with a basis to withdraw his plea of guilty;

p. The parties agree that the parties can argue for whatever sentence to include arguing for a sentence outside the applicable Guidelines as determined by the United States Probation Office and the Court. The agreement by the parties is not binding upon the Court or the United States Probation Office, and the Court may impose any sentence authorized by law, including any sentence outside the applicable Guidelines range that is not "unreasonable";

q. The defendant consents to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendant's sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other enhancement or adjustment) and any legally authorized increase above the normal statutory maximum. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed

and waives any right to have those facts alleged in the indictment. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay; and

r. The defendant understands and agrees that the factual admissions contained in paragraph 3 of this plea agreement, and any admissions that he will make during his plea colloquy, support the imposition of the agreed upon Guidelines calculations contained in this agreement.

The Remaining Provisions Apply to Case Numbers 20-CR-04071 and 22-CR-04017

11. **Effect of Non-Agreement on Guidelines Applications.** The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in paragraph 10 and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

12. **Change in Guidelines Prior to Sentencing.** The defendant agrees that, if any applicable provision of the Guidelines changes after the execution of this plea agreement, then any request by the defendant to be sentenced pursuant to the new Guidelines will make this plea agreement voidable by the United States at its option. If the Government exercises its option to void the plea agreement, the United States may charge, reinstate, or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

13. **Government's Reservation of Rights.** The defendant understands that the United States expressly reserves the right in this case to:

a. oppose or take issue with any position advanced by the defendant at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;

b. comment on the evidence supporting the charges in the superseding indictment;

c. oppose any arguments and requests for relief the defendant might advance on an appeal from the sentence imposed, and that the United States remains

free on appeal or collateral proceedings to defend the legality and propriety of the sentence actually imposed, even if the Court chooses not to follow any recommendation made by the United States; and

d. oppose any post-conviction motions for reduction of sentence, or other relief.

14. **Waiver of Constitutional Rights.** The defendant, by pleading guilty, acknowledges that he has been advised of, understands, and knowingly and voluntarily waives the following rights:

a. the right to plead not guilty and to persist in a plea of not guilty;

b. the right to be presumed innocent until his guilt has been established beyond a reasonable doubt at trial;

c. the right to a jury trial, and at that trial, the right to the effective assistance of counsel;

d. the right to confront and cross-examine the witnesses who testify against him;

e. the right to compel or subpoena witnesses to appear on his behalf; and

f. the right to remain silent at trial, in which case his silence may not be used against him.

The defendant understands that, by pleading guilty, he waives or gives up those rights and that there will be no trial. The defendant further understands that, if he pleads guilty, the Court may ask him questions about the offenses to which he pleaded guilty, and if the defendant answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making a false statement. The defendant also understands he has pleaded guilty to a felony offense and, as a result, will lose his right to possess a firearm or ammunition and might be deprived of other rights, such as the right to vote or register to vote, hold public office, or serve on a jury.

15. **Waiver of Appellate and Post-Conviction Rights.**

a. The defendant acknowledges, understands and agrees that, by pleading guilty pursuant to this plea agreement, he waives his right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement, except on grounds of: (1) ineffective assistance of counsel; or (2) prosecutorial misconduct; and

b. The defendant expressly waives his right to appeal his sentence, directly or collaterally, on any ground except claims of: (1) ineffective assistance of counsel; (2) prosecutorial misconduct; or (3) an illegal sentence. An “illegal sentence” includes a sentence imposed in excess of the statutory maximum, but does *not* include less serious sentencing errors, such as a misapplication of the Sentencing Guidelines or an abuse of discretion. However, if the United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government’s appeal, cross-appeal his sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

16. **Financial Obligations.** By entering into this plea agreement, the defendant represents that he understands and agrees to the following financial obligations:

a. The Court may order restitution to the victims of the offense to which the defendant is pleading guilty. The defendant agrees that the Court may order restitution in connection with the conduct charged in any counts of the indictment which are to be dismissed and all other uncharged, related criminal activity;

b. The United States may use the Federal Debt Collection Procedures Act and any other remedies provided by law to enforce any restitution order that may be entered as part of the sentence in this case and to collect any fine;

c. The defendant will fully and truthfully disclose all assets and property in which he has any interest, or over which the defendant exercises control directly or indirectly, including assets and property held by a spouse, nominee or other third party. The defendant’s disclosure obligations are ongoing, and are in force from the execution of this agreement until the defendant has satisfied the restitution order in full;

d. Within 10 days of the execution of this plea agreement, at the request of the USAO, the defendant agrees to execute and submit: (1) a Tax Information Authorization form; (2) an Authorization to Release Information; (3) a completed financial disclosure statement; and (4) copies of financial information that the

defendant submits to the U.S. Probation Office. The defendant understands that compliance with these requests will be taken into account when the United States makes a recommendation to the Court regarding the defendant's acceptance of responsibility;

e. At the request of the USAO, the defendant agrees to undergo any polygraph examination the United States might choose to administer concerning the identification and recovery of substitute assets and restitution;

f. The defendant hereby authorizes the USAO to obtain a credit report pertaining to him to assist the USAO in evaluating the defendant's ability to satisfy any financial obligations imposed as part of the sentence;

g. The defendant understands that a Special Assessment will be imposed as part of the sentence in this case. The defendant promises to pay the Special Assessment of \$400.00 by submitting a satisfactory form of payment to the Clerk of the Court prior to appearing for the sentencing proceeding in this case. The defendant agrees to provide the Clerk's receipt as evidence of his fulfillment of this obligation at the time of sentencing;

h. The defendant certifies that he has made no transfer of assets or property for the purpose of: (1) evading financial obligations created by this Agreement; (2) evading obligations that may be imposed by the Court; nor (3) hindering efforts of the USAO to enforce such financial obligations. Moreover, the defendant promises that he will make no such transfers in the future; and

i. In the event the United States learns of any misrepresentation in the financial disclosure statement, or of any asset in which the defendant had an interest at the time of this plea agreement that is not disclosed in the financial disclosure statement, and in the event such misrepresentation or nondisclosure changes the estimated net worth of the defendant by ten thousand dollars (\$10,000.00) or more, the United States may at its option: (1) choose to be relieved of its obligations under this plea agreement; or (2) let the plea agreement stand, collect the full forfeiture, restitution, and fines imposed by any criminal or civil judgment, and also collect 100% (one hundred percent) of the value of any previously undisclosed assets. The defendant agrees not to contest any collection of such assets. In the event the United States opts to be relieved of its obligations under this plea agreement, the defendant's previously entered pleas of guilty shall remain in effect and cannot be withdrawn.

17. **Waiver of FOIA Request.** The defendant waives all of his 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.

18. **Waiver of Claim for Attorney's Fees.** The defendant waives all of his claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

19. **Defendant's Breach of Plea Agreement.** If the defendant commits any crimes, violates any conditions of release, or violates any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete or untruthful, or otherwise breaches this plea agreement, the United States will be released from its obligations under this agreement. The defendant, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw his plea of guilty.

The defendant also understands and agrees that, in the event he violates this plea agreement, all statements made by him to law enforcement agents subsequent to the execution of this plea agreement, any testimony given by him before a grand jury or any tribunal, or any leads from such statements or testimony, shall be admissible against him in any and all criminal proceedings. The defendant waives any rights that he might assert under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any statements made by him subsequent to this plea agreement.

20. **Defendant's Representations.** The defendant acknowledges that he has entered into this plea agreement freely and voluntarily after receiving the effective assistance, advice and approval of counsel. The defendant acknowledges that he is satisfied with the assistance of

counsel, and that counsel has fully advised him of his rights and obligations in connection with this plea agreement. The defendant further acknowledges that no threats or promises, other than the promises contained in this plea agreement, have been made by the United States, the Court, his attorney or any other party to induce him to enter his plea of guilty.

21. **No Undisclosed Terms.** The United States and the defendant acknowledge and agree that the above stated terms and conditions, together with any written supplemental agreement that might be presented to the Court in camera, constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in this agreement or any written supplemental agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

22. **Standard of Interpretation.** The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this plea agreement should be interpreted according to general contract principles and the words employed are to be given their normal and ordinary meanings. The parties further agree that, in interpreting this agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

**Teresa A. Moore**  
United States Attorney

By

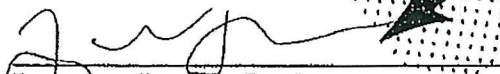
Dated: May 30, 2023

*Aaron M. Maness*  
**Aaron M. Maness**  
Assistant United States Attorney  
Missouri Bar No. 63666

I have consulted with my attorneys and fully understand all of my rights with respect to the offense charged in the superseding indictment in case number 22-CR-04071 and the indictment in case number 22-CR-04013. Further, I have consulted with my attorneys and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorneys. I understand this plea agreement and voluntarily agree to it.


**SIGN  
HERE**

Dated: 5/22/2023

  
\_\_\_\_\_  
Lawrence Courtney Lawhorn  
Defendant

I am defendant Lawrence Courtney Lawhorn's attorney on case number 20-CR-04071. I have fully explained to him his rights with respect to the offenses charged in the superseding indictment. Further, I have reviewed with him the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this plea agreement with him. To my knowledge, defendant Lawrence Courtney Lawhorn's decision to enter into this plea agreement is an informed and voluntary one.

Dated: 5/22/2023

  
\_\_\_\_\_  
Greg Wittner  
Attorney for Defendant #43278

I am defendant Lawrence Courtney Lawhorn's attorney on case number 22-CR-04013. I have fully explained to him his rights with respect to the offenses charged in the indictment. Further, I have reviewed with him the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this plea agreement with him. To my knowledge, defendant Lawrence Courtney Lawhorn's decision to enter into this plea agreement is an informed and voluntary one.

Dated: 5/30/23

  
\_\_\_\_\_  
Razmi Tahirkheli  
Attorney for Defendant