

- ii. The scheme included a material misrepresentation or concealment of a material fact;
- iii. The defendant had the intent to defraud; and
- iv. The defendant used wire communications in interstate commerce in furtherance of the scheme.

4. In support of Defendant's guilty plea, the United States and Defendant agree and stipulate to the following facts, which satisfy the offense elements. These are the facts submitted for purposes of Defendant's guilty plea. They do not necessarily constitute all the facts in the case. Other facts may be relevant to sentencing. Both Defendant and the United States retain the right to present additional facts to the Court to ensure a fair and appropriate sentence in this case.

- Defendant worked as a claims adjuster for Erie Insurance Company as an Inside Material Damage Adjuster 1. In that capacity, Defendant was authorized to prepare insurance coverage claims for Erie policyholders and submit those claims to Erie for payment. Beginning in 2019 and continuing until 2021, Defendant knowingly submitted 135 claims to Erie that she falsely and fraudulently represented to Erie to be legitimate policyholder claims, which resulted in 144 electronic payments of funds totaling \$132,528.72 to an account controlled by her, which she then converted to her own use and benefit.
- She did this by submitting additional, bogus claims alongside her clients' legitimate claims. For example, an Erie policyholder might be owed a particular sum of money in conjunction with a car crash. Peeler would submit that claim to Erie with instructions that payment be sent to the policyholder. At the same time, she would submit another claim for some fictitious loss, such as one requiring replacement of car seats, and would direct payment of this bogus claim through Erie's "epay" to a credit card account under her control.
- Defendant managed to keep this scheme going for near three years before Erie's internal auditors finally caught on to her fraud.
- Regarding Count 1 of the indictment, on April 19, 2021, Defendant caused an electronic payment, through interstate wire communication, in the amount of \$1,125 by Erie to a financial account controlled by Defendant.

5. Defendant is pleading guilty because she is in fact guilty. Defendant understands that, by pleading guilty, she is giving up several rights, including:

- (a) the right to plead not guilty;
- (b) the right to a speedy and public trial by jury;
- (c) the right to assistance of counsel at trial;
- (d) the right to be presumed innocent and to have the burden of proof placed on the United States to prove defendant guilty beyond a reasonable doubt;
- (e) the right to confront and cross-examine witnesses against Defendant;
- (f) the right to testify on one's own behalf, to present evidence in opposition to the charges, and to compel the attendance of witnesses; and
- (g) the right not to testify and to have that choice not used against Defendant.

6. The parties agree that the appropriate disposition of this case would be the following:

- (a) The Court may impose any lawful term of imprisonment, any lawful fines, and any lawful terms of supervised release up to the statutory maximums.
- (b) The Court will impose special assessment fees as required by law.
- (c) The Court may order forfeiture as applicable and restitution as appropriate.

No promises have been made by any representative of the United States to Defendant as to what the sentence will be in this case. Any estimates or predictions made to Defendant by defense counsel or any other person regarding any potential sentence in this case are not binding on the Court and may not be used as a basis to rescind this plea agreement or withdraw Defendant's guilty plea. Defendant understands that the sentence in this case will be determined by the Court

after it receives the presentence investigation report from the United States Probation Office and any information presented by the parties. Defendant acknowledges that the sentencing determination will be based upon the entire scope of Defendant's criminal conduct, her criminal history, and pursuant to other factors and guidelines as set forth in the Sentencing Guidelines and the factors set forth in 18 U.S.C. § 3553.

7. Given Defendant's agreement to plead guilty, the United States will not oppose a two-level reduction for acceptance of responsibility under the provisions of § 3E1.1(a) of the Sentencing Guidelines. Further, if Defendant's offense level is 16 or greater, and Defendant is awarded the two-level reduction pursuant to § 3E1.1(a), the United States agrees to move the Court, at or before the time of sentencing, to decrease the offense level by one additional level pursuant to § 3E1.1(b) of the Sentencing Guidelines. Should Defendant engage in any conduct or make any statements that are inconsistent with accepting responsibility for her offenses, including violations of conditions of release or the commission of any additional offense(s) prior to sentencing, the United States will be free to decline to make such motion, to withdraw that motion if already made, and to recommend to the Court that Defendant not receive any reduction for acceptance of responsibility under § 3E1.1 of the Sentencing Guidelines.

8. Defendant agrees to pay the special assessment in this case prior to sentencing.

9. Unless otherwise limited by an agreed preliminary order of forfeiture, Defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, which are in the possession or control of Defendant or Defendant's nominees that constitute or are traceable to the proceeds of violations of 18 U.S.C. § 1343. The Defendant agrees to forfeit the following:

Money Judgment. A personal money judgment against the defendant and in favor of the United States in the amount of \$132,528.72 in U.S. currency, which represents the proceeds the defendant personally obtained as a result of an offense in violation of 18 U.S.C. § 1343.

Defendant further agrees to assist the United States fully in the identification, recovery, and return to the United States of any other assets or portions thereof subject to forfeiture. Defendant further agrees to make a full and complete disclosure of all assets over which Defendant exercises control and those which are held or controlled by a nominee. Defendant agrees to forfeit all interests in the properties as described above and to take whatever steps are necessary to pass clear title to the United States. These steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and the signing of any other documents necessary to effectuate such transfers. Defendant agrees not to object to any administrative, civil, or criminal forfeiture brought against these properties. Defendant agrees to take all such steps to locate such property and to pass title to the United States before Defendant's sentencing.

In the event a money judgment forfeiture is ordered, Defendant agrees to send all money judgment payments to the United States Marshals Service. Defendant also agrees that the full money judgment amount shall be considered due and payable immediately. If Defendant cannot pay the full amount immediately and is placed in custody, Defendant agrees that the Bureau of Prisons will have the authority to establish payment schedules to ensure payment of the money judgment. Defendant further agrees to cooperate fully in efforts to collect on the money judgment by set-off of federal payments, execution on non-exempt property, and any other means the United States deems appropriate. Defendant and counsel also agree that Defendant

may be contacted post-judgment regarding the collection of the money judgment without notifying defendant's counsel and outside the presence of Defendant's counsel.

10. Defendant agrees that the Court shall order restitution, pursuant to any applicable provision of law, for any loss caused to: (1) the victim of any offense charged in this case (including dismissed counts); and (2) the victim of any criminal activity that was part of the same course of conduct or common scheme or plan as Defendant's charged offense.

11. Financial Obligations. Defendant agrees to pay all fines and/or restitution to the Clerk of Court. Defendant also agrees that the full fine and/or restitution amount shall be considered due and payable immediately. If Defendant cannot pay the full amount immediately and is placed in custody or under the supervision of the Probation Office at any time, Defendant agrees that the Bureau of Prisons and the Probation Office will have the authority to establish payment schedules to ensure payment of the fine and/or restitution. Defendant further agrees to cooperate fully in efforts to collect any financial obligation imposed by the Court by set-off of federal payments, execution on non-exempt property, and any other means the United States deems appropriate. Defendant and counsel also agree that Defendant may be contacted post-judgment regarding the collection of any financial obligation imposed by the Court without notifying Defendant's counsel and outside the presence of Defendant's counsel. In order to facilitate the collection of financial obligations to be imposed with this prosecution, Defendant agrees to disclose fully all assets in which Defendant has any interest or over which Defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party. In furtherance of this agreement, Defendant additionally agrees to the following specific terms and conditions:

(a) If so requested by the United States, Defendant will promptly submit a completed financial statement to the United States Attorney's Office, in a form it provides and as it directs. Defendant promises that such financial statement and disclosures will be complete, accurate, and truthful.

(b) Defendant expressly authorizes the United States Attorney's Office to obtain a credit report on Defendant to evaluate Defendant's ability to satisfy any financial obligation imposed by the Court.

(c) If so requested by the United States, Defendant will promptly execute authorizations on forms provided by the United States Attorney's Office to permit the United States Attorney's Office to obtain defendant's financial and tax records.

12. Defendant acknowledges that the principal benefits to the United States of this agreement include the conservation of limited government resources and bringing a certain end to the case. Accordingly, in consideration of the concessions made by the United States in this agreement and as a further demonstration of defendant's acceptance of responsibility for the offense committed, defendant voluntarily, knowingly, and intentionally agrees to the following:

(a) Defendant will not file a direct appeal of her conviction or sentence with one exception: Defendant retains the right to appeal a sentence imposed above the sentencing guideline range determined by the Court or above any mandatory minimum sentence deemed applicable by the Court, whichever is greater. Defendant also waives the right to appeal the Court's determination as to whether her sentence will be consecutive or concurrent to any other sentence.

(b) Defendant will not file any motions or pleadings pursuant to 28 U.S.C. § 2255 or otherwise collaterally attack her conviction or sentence, with two exceptions: defendant retains the right to file a § 2255 motion as to (i) prosecutorial misconduct and (ii) ineffective assistance of counsel.

(c) Defendant will not, whether directly or by a representative, 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.

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

14. This plea agreement becomes effective once it is signed by the parties and is not contingent on Defendant's entry of a guilty plea. If the United States violates the terms of this plea agreement, Defendant will have the right to withdraw from this agreement. If Defendant violates the terms of this plea agreement in any way (including but not limited to failing to enter guilty plea as agreed herein, moving to withdraw guilty plea after entry, or by violating any court

order or any local, state or federal law pending the resolution of this case), then the United States will have the right to void any or all parts of the agreement and may also enforce whatever parts of the agreement it chooses. In addition, the United States may prosecute Defendant for any and all federal crimes that Defendant committed related to this case, including any charges that were dismissed and any other charges which the United States agreed not to pursue. Defendant expressly waives any statute of limitations defense and any constitutional or speedy trial or double jeopardy defense to such a prosecution. Defendant also understands that a violation of this plea agreement by Defendant does not entitle Defendant to withdraw Defendant's guilty plea in this case.

15. The United States will file a supplement in this case, as required in every case by the Local Rules of the United States District Court for the Eastern District of Tennessee, even though there may or may not be any additional terms. If additional terms are included in the supplement, they are hereby fully incorporated herein.

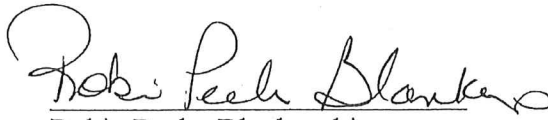
16. This plea agreement and supplement constitute the full and complete agreement and understanding between the parties concerning defendant's guilty plea to the above-referenced charges. There are no other agreements, promises, undertakings, or understandings between defendant and the United States. The parties understand and agree that the terms of this agreement can be modified only in writing signed by all of the parties and that any and all other promises, representations, and statements whether made before, contemporaneous with, or after this agreement, are null and void.

FRANCIS M. HAMILTON III
United States Attorney


7/5/24
Date

By: 
Michael Steven Deel
Assistant United States Attorney

7-3-24
Date


Robin Peeler Blankenship
Defendant

7-3-2024
Date


Benjamin Gerald Sharp
Attorney for Defendant