

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

JAN 25 2023

SEAN F. McAVOY, CLERK DEPUTY  
SPOKANE, WASHINGTON

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3 Eastern District of Washington  
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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

10 UNITED STATES OF AMERICA,

Case No: 2:22-CR-00170-MKD

11 Plaintiff,

12  
13 Pretrial Diversion Agreement

14 TRINA AMBER OLSON,

15 Defendant.

16  
17 Plaintiff, United States of America, by and through Vanessa R. Waldref, United  
18 States Attorney for the Eastern District of Washington, and Dan Fruchter and Tyler  
19 H.L. Tornabene, Assistant United States Attorneys, as well as Defendant, Trina  
20 Amber Olson, and Defendant's counsel, David Partovi, agree to the following Pretrial  
21 Diversion Agreement (the "Agreement"):

22  
23 **I. Overview and Information**

24 1. On June 27, 2022, the United States Attorney's Office for the Eastern  
25 District of Washington notified Defendant Trina Amber Olson that the Federal Bureau  
26 of Investigation (FBI) was investigating Defendant Trina Amber Olson for Making a  
27 False Statement, in violation of 18 U.S.C. § 1001(a)(2).

1       2. Defendant Trina Olson waives indictment and consents to the filing of a  
2 one-count Information (the Information) in the United States District Court for the  
3 Eastern District of Washington, charging Defendant with one count of Making a False  
4 Statement, in violation of 18 U.S.C. § 1001(a)(2), in connection with the Covered  
5 Conduct, as set forth below.

6       3. Defendant stipulates and agrees that Defendant did in fact violate 18  
7 U.S.C. § 1001(a)(2) and that the United States could prove Defendant's guilt beyond a  
8 reasonable doubt. Defendant wishes to accept responsibility for this conduct.  
9 Accordingly, Defendant stipulates and agrees to the following facts, referred to herein  
10 as the "Covered Conduct":

11       a. Between approximately 2015 and October 2022, Defendant was  
12 employed by Multicare Health Systems at Multicare Deaconess Hospital in Spokane,  
13 Washington, as an outreach director.

14       b. In January 2022, the FBI and U.S. Department of Health and  
15 Human Services, Office of Inspector General (HHS OIG) initiated an investigation  
16 concerning allegations that Defendant had falsified certain CDC vaccination records  
17 pertaining to COVID-19 vaccines for friends and co-workers who had not been  
18 vaccinated against COVID-19.

19       c. On April 22, 2022, FBI and HHS OIG interviewed Defendant as  
20 part of their investigation. The non-custodial interview took place at Defendant's  
21 place of work, and Defendant voluntarily agreed to be interviewed and to provide  
22 information to FBI and HHS-OIG.

23       d. During the April 22, 2022 interview, Defendant provided  
24 materially false and fraudulent statements to FBI and HHS OIG, which Defendant  
25 knew to be false at the time they were made. For example, Defendant told the FBI  
26 and HHS OIG "I have not given any fake vaccination cards." During the voluntary  
27 interview, Defendant further falsely indicated that she had never put a fake or  
28

1 fictitious lot number into a vaccination card, and never provided a false vaccination  
2 card to anyone that she knew or suspected not to be vaccinated against COVID-19.

3       e. As Defendant subsequently admitted during a later, July 25, 2022  
4 voluntary interview, these statements were knowingly false and were made during the  
5 course of the United States' investigation into potential federal crimes, and therefore  
6 were within the jurisdiction of the executive branch of the government of the United  
7 States.

8       4. On authority from the Attorney General of the United States, through  
9 Vanessa R. Waldref, United States Attorney for the Eastern District of Washington,  
10 prosecution in the Eastern District of Washington for the Covered Conduct shall be  
11 deferred for 24 months. This 24-month period begins on the date this Agreement is  
12 signed by both parties and accepted by the Court.

13       5. The United States and Defendant stipulate and agree that the Court will  
14 maintain jurisdiction over this matter and that the Court shall be the final arbiter as to:  
15 (1) whether a party breached this Agreement, and if so; (2) the appropriate remedy,  
16 which may include either terminating the Agreement or modifying its terms. A  
17 modification may include extending the Agreement's 24-month period by an  
18 additional 12 months, for a total of 36 months.

19       II. Terms

20       Defendant stipulates and agrees to the following terms:

21       6. **Supervision.** Defendant stipulates and agrees to be supervised by the  
22 U.S. Probation Office during this 24-month period (or longer, if the period is extended  
23 by the Court). Further, Defendant understands the following:

24       a. Defendant shall not violate any federal, state, or local law. This  
25 term does not apply to minor civil infractions such as speeding.

26       b. If Defendant is arrested or has any official contact with law  
27 enforcement in a civil or criminal investigative capacity, Defendant shall notify  
28 Defendant's supervising pretrial diversion officer within two business days.

1                   c.     Defendant shall live within the jurisdiction of the Eastern District  
2 of Washington. If Defendant seeks to move outside this District, Defendant shall  
3 notify and seek the approval of Defendant's supervising pretrial diversion officer so  
4 that appropriate arrangements in light of the Agreement can be made. Defendant may  
5 travel to the District of Idaho without first notifying the U.S. Probation Office so long  
6 as she remains accessible and in contact with her supervising officer, but must notify  
7 the U.S. Probation Office in advance and obtain approval if she intends to  
8 permanently relocate to another district, including the District of Idaho.

9                   d.     Defendant shall maintain employment in a lawful occupation.  
10 When out of work, Defendant shall notify Defendant's supervising pretrial diversion  
11 officer. In the event that Defendant becomes self-employed, Defendant shall provide  
12 evidence of such self-employment.

13                   e.     Defendant shall not seek out or have direct access to confidential  
14 or private health records of any person other than what is required to perform her  
15 professional duties. This provision shall apply to all Health Insurance Portability and  
16 Accountability Act (HIPAA)-protected information.

17                   f.     Defendant shall report to Defendant's supervising pretrial  
18 diversion officer as directed by the Court or U.S. Probation. Any failure to abide by  
19 the reporting requirements as established by the Court or U.S. Probation shall be  
20 deemed as an irrevocable violation of the Agreement.

21                   g.     Defendant shall not use alcohol to excess, or use or possess any  
22 illegal controlled substance, including marijuana and may not possess any firearms,  
23 explosives, or dangerous weapons, unless first disclosed to, and approved by, U.S.  
24 Probation.

25                   h.     Defendant shall perform at least 100 hours of community service  
26 with an organization approved by U.S. Probation.

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1                   i.     Defendant shall follow the instructions of the probation officer  
2 related to the conditions of supervision, and shall report to the probation officer as  
3 directed.

4                   7.     **Tolling.** Defendant stipulates and agrees to toll the running of all  
5 applicable statutes of limitations and any time-based defenses for the Covered  
6 Conduct. This tolling shall run from the date the Agreement is signed by all parties  
7 until the Agreement expires or is terminated by the Court. Defendant stipulates and  
8 agrees that the Agreement's tolling provision does not abridge or curtail the applicable  
9 statute of limitations in any way, but rather extends the applicable statute of  
10 limitations by the period of time that the Agreement is in effect.

11                  Defendant further expressly waives indictment and all rights to a speedy  
12 indictment and/or trial pursuant to the Sixth Amendment of the United States  
13 Constitution, 18 U.S.C. § 3161, Federal Rule of Criminal Procedure 48(b), and any  
14 applicable Local Rules of the United States District Court for the Eastern District of  
15 Washington for the period during which this Agreement is in effect.

16                  8.     **Breach.** If the Court, after a hearing, terminates the Agreement based on  
17 a breach by Defendant, the United States may resume its prosecution against  
18 Defendant as to the charge(s) under investigation, and any additional charges.

19                  9.     **Admissibility of the Agreement in Prosecution.** In the event that the  
20 Court terminates the Agreement based on a breach by Defendant, Defendant stipulates  
21 and agrees that the Agreement and Defendant's admissions contained therein shall be  
22 admissible against Defendant at any trial, sentencing, or other related proceeding.

23                  The United States stipulates and agrees to the following:

24                  10.    **Deferred Prosecution and Dismissal.** The United States stipulates and  
25 agrees to defer prosecution of the above-captioned matter for a period of 24 months  
26 (or up to 36 months, if the Agreement is extended). When and if Defendant satisfies  
27 all the requirements of the Agreement (including any modifications or extensions), the  
28 United States will seek dismissal with prejudice of the Information filed against

1 Defendant pursuant to this Agreement. Except in the event of a violation by  
2 Defendant of any term of this Agreement, the United States will bring no additional  
3 charges against Defendant relating to Defendant's conduct as described in the  
4 Information and the Covered Conduct set forth above. This agreement does not  
5 provide any protection against prosecution for any crimes except as set forth above.  
6 Defendant and the United States understand that the Court must approve deferral  
7 under the Speedy Trial Act, in accordance with 18 U.S.C. § 3161(h)(2). Should the  
8 Court declined to defer prosecution for any reason: (1) both the United States and  
9 Defendant are released from any obligation imposed upon them by this Agreement;  
10 and (2) this Agreement shall be null and void, except for the tolling provisions set  
11 forth herein.

12 **III. Approvals and Signatures**

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

15  
16 Vanessa R. Waldref  
United States Attorney



17  
18 12/16/2022

19 Date

20 Dan Fruchter  
Assistant U.S. Attorney



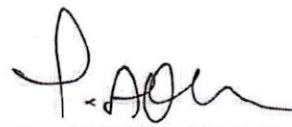
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22 Date

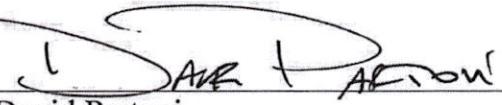
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24 Tyler H.L. Tornabene  
Assistant U.S. Attorney

25 I have read the Agreement and have carefully reviewed and discussed every  
26 part of the agreement with my attorney. I understand and voluntarily enter into this.  
27 Furthermore, I have consulted with my attorney about my rights, I understand those  
28 rights, and I am satisfied with the representation of my attorney in this case. I  
understand the terms and conditions of the Agreement and agree to comply with them.

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Trina Olson  
Defendant

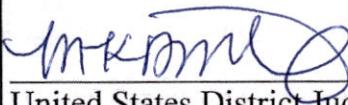
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David Partovi  
Attorney for Defendant

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Approved without passing judgment on the merits or wisdom of this diversion.

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United States District Judge

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12/13/22  
Date

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12-13-22  
Date

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1/25/2023  
Date