UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

UNITED STATES OF AMERICA	)	
	)	
v.	)	**CR: 1:23-021**
	)	
BRANDON JAMAL THURMOND	)	

PLEA AGREEMENT

Defendant Brandon Jamal Thurmond, represented by Defendant's counsel Michon Walker, and the United States of America, represented by Assistant United States Attorney Jennifer A. Stanley, have reached a plea agreement in this case. The terms and conditions of that agreement are as follows.

1. Guilty Plea

Defendant agrees to enter a plea of guilty to Count One of the Indictment, which charges a violation of 18 U.S.C. § 1349, as modified below.

2. Elements and Factual Basis

The elements necessary to prove the offense charged in Count One are (1) that two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit wire fraud, as charged in the indictment; and (2) that Defendant knew the unlawful purpose of the plan and willfully joined in it.

Defendant agrees that the Defendant is, in fact, guilty of this offense. The Defendant agrees to the accuracy of the following facts, which satisfy each of the offense's required elements:

Beginning at least as early as June 2020, and continuing to in or about May 2021, within the Southern District of Georgia and elsewhere, the defendant, Brandon Jamal Thurmond, with others, known and unknown, did conspire, confederate, and agree with each other to commit the following offense:

a. wire fraud, that is, to devise and intend to devise a scheme and artifice to defraud individuals and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing this scheme, and attempting to do so, to cause to be transmitted by means of wire communication in interstate commerce signals and sounds, all in violation of Section 1343 of Title 18 of the United States Code.

The Object of the Conspiracy

It was the object of the conspiracy for the Defendant and others to unlawfully enrich themselves by, among other things, obtaining Economic Injury Disaster Loan ("EIDL") and Payroll Protection Program ("PPP") proceeds and unemployment insurance ("UI") benefits under false and fraudulent pretenses.

The Manner and Means of the Conspiracy

It was part of the conspiracy, and the manner and means thereof, that Defendant and the other members of the conspiracy submitted, or caused to be submitted, (1) multiple false and fraudulent applications for PPP loans to Harvest Small Business Finance, LLC, (2) at least one electronic application for an EIDL from the Small Business Administration ("SBA") at https://covid19relief.sba.gov/#/, knowing the same to contain material false representations, and (3) multiple electronic applications for UI benefits, including pandemic unemployment benefits, from the states of Arizona, California, Georgia, Virginia, and West Virginia at each state's State Workforce Agency's ("SWA") online portal, knowing the same to contain material false representations.

From June 2020 to August 2020, Defendant and other members of the conspiracy submitted, or caused to be submitted, at least the following nine electronic applications for UI benefits. Each application contained false affirmations that the applicant resided in and/or was eligible for unemployment benefits in the state to which the application was submitted:

a. On or about June 6, 2020, application to Workforce West Virginia for Brandon Thurmond;
b. On or about June 10, 2020, application to Arizona Department of Economic Security ("DES") for Brandon Thurmond;
c. On or about June 15, 2020, application to Arizona DES for Individual 1;
d. On or about June 15, 2020, application to Arizona DES for Individual 2;
e. On or about June 15, 2020, application to Arizona DES for Individual 3;
f. On or about June 16, 2020, application to Arizona DES for Individual 4;
g. On or about July 13, 2020, application to Georgia Department of Labor for Brandon Thurmond;
h. On or about August 9, 2020, application to Virginia Employment Commission for Brandon Thurmond;

i. On or about August 11, 2020, application to California Employment Development Department for Brandon Thurmond.

In reliance on the false representations made in those UI applications, some of these SWAs, by means of interstate wire communication, disbursed funds into various bank accounts.

From April to May 2021, Defendant and other members of the conspiracy submitted, or caused to be submitted, at least the following six PPP loan applications to Harvest Small Business Finance, LLC on behalf of various purported businesses. Each application falsely represented the applicant's average monthly payroll. To support the false payroll amounts in each PPP application, the Defendants created fabricated IRS forms Schedule C that were submitted with the PPP applications:

a. On or about April 14, 2021, application for "Brandon Thurmond" containing a false Schedule C reflecting $100,000 in gross receipts for 2019;

b. On or about April 26, 2021, application for "Business 1" containing a false Schedule C reflecting $100,000 in gross receipts for 2019.

c. On or about April 28, 2021, application for "Business 2" containing a false Schedule C reflecting $100,000 in gross receipts for 2019;

d. On or about May 8, 2021, application for "Brandon Thurmond" containing a false Schedule C reflecting $100,000 in gross receipts for 2019;

e. On or about May 28, 2021, application for "Business 2" containing a false

Schedule C reflecting $100,000 in gross receipts for 2019;

f. On or about May 28, 2021, application for "Business 3" containing a false Schedule C reflecting $100,000 in gross receipts for 2019.

Those PPP loan applications were processed by means of interstate wire communication.

In June 2020, Defendant and other members of the conspiracy submitted, or caused to be submitted, the following EIDL application that falsely represented a purported business's gross revenues and number of employees:

a. On or about June 16, 2020, application for a purported business called "Brandon Thurmond" with $98,325.00 in gross revenues in the 12 months preceding January 31, 2020, and 10 employees.

In reliance on the false representations made in that EIDL application the SBA, by means of interstate wire communication, disbursed a $10,000 grant into Brandon Jamal Thurmond's bank account.

3. Possible Sentence

Defendant's guilty plea will subject the Defendant to the following maximum possible sentence: 20 years' imprisonment, 3 years' supervised release, a $1,000,000 fine, such restitution as may be ordered by the Court, and forfeiture of all forfeitable assets. The Court additionally must impose a $100 special assessment per count of conviction.

4. No Promised Sentence

No one has promised Defendant that the Court will impose any particular sentence or a sentence within any particular range. The Court is not bound by any estimate of sentence given or recommendations made by Defendant's counsel, the government, the U.S. Probation Office, or anyone else. The Court may impose a sentence up to the statutory maximum. Defendant will not be allowed to withdraw Defendant's plea of guilty if the Defendant receives a more severe sentence than the Defendant expects.

5. Court's Use of Sentencing Guidelines

The Court is obligated to use the United States Sentencing Guidelines to calculate the applicable guideline range for Defendant's offense. The Sentencing Guidelines are advisory; the Court is not required to impose a sentence within the range those Guidelines suggest. The Court will consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), in determining the Defendant's sentence. The Sentencing Guidelines are based on all of Defendant's relevant conduct, pursuant to U.S.S.G. § 1B1.3, not just the conduct underlying the particular Count or Counts to which Defendant is pleading guilty.

6. Agreements Regarding Sentencing Guidelines

a. Use of Information

Nothing in this agreement precludes the government from providing full and accurate information to the Court and U.S. Probation Office for use in calculating the applicable Sentencing Guidelines range.

b. Acceptance of Responsibility

If the Court determines that Defendant qualifies for an adjustment under U.S.S.G. § 3E1.1(a), and the offense level prior to operation of § 3E1.1(a) is 16 or greater, the government will move for an additional one-level reduction in offense level pursuant to Section 3E1.1(b) based on Defendant's timely notification of the Defendant's intention to enter a guilty plea.

c. Amount of Loss

The government and Defendant agree to recommend to the U.S. Probation Office and the Court at sentencing that the amount of loss, for purposes of Section 2B1.1 of the Sentencing Guidelines, is more than $150,000 and less than $250,000.

7. Abandonment of Property

Defendant waives and abandons Defendant's interest in any property that may have been seized in connection with this case.

8. Financial Obligations and Agreements

a. Restitution

The amount of restitution ordered by the Court shall include restitution for the full loss caused by Defendant's total criminal conduct. Restitution is not limited to the specific counts to which Defendant is pleading guilty. Any restitution judgment is intended to and will survive Defendant, notwithstanding the abatement of any underlying criminal conviction.

b. Special Assessment

Defendant agrees to pay a special assessment in the amount of $100, payable to the Clerk of the United States District Court, which shall be due immediately at the time of sentencing.

c. Required Financial Disclosures

By the date that Defendant enters a guilty plea, Defendant shall complete a financial disclosure form listing all Defendant's assets and financial interests, whether held directly or indirectly, solely or jointly, in Defendant's name or in the name of another. Defendant shall sign the financial disclosure form under penalty of perjury and provide that form to the Financial Litigation Unit of the United States Attorney's Office and to the United States Probation Office. Defendant authorizes the United States to obtain credit reports on Defendant and to share the contents of those reports with the Court and the United States Probation Office. Defendant also authorizes the United States Attorney's Office to inspect and copy all financial documents and information held by the United States Probation Office.

d. Financial Examination

Defendant will submit to an examination under oath on the issue of Defendant's financial disclosures and assets if deemed necessary by the United

States. Such examination will occur not later than 30 days after the entry of Defendant's guilty plea.

e. No Transfer of Assets

Defendant certifies that Defendant has made no transfer of assets in contemplations of this prosecution for the purpose of evading or defeating financial obligations created by this Agreement or that may be imposed upon Defendant by the Court at sentencing. Defendant promises that Defendant will make no such transfers in the future.

f. Material Change in Circumstances

Defendant agrees to notify the United States of any material change in circumstances, as described in 18 U.S.C. § 3664(k), that occurs prior to sentencing in this case. Such notification will be made within seven days of the event giving rise to the changed circumstances, and in no event later than the date of sentencing.

g. Enforcement

Any payment schedule imposed by the Court is without prejudice to the United States to take all actions and remedies available to it to collect the full amount of the financial obligations imposed by the judgment of the Court in this case. Defendant understands and agrees that the financial obligations imposed by the judgment of the Court in this case will be placed on the Treasury Offset Program so that any federal payment that Defendant receives may be offset and applied to the judgment debt without regard to or affecting any payment schedule imposed by the Court.

9. Waivers

a. Waiver of Appeal

Defendant entirely waives Defendant's right to a direct appeal of Defendant's conviction and sentence on any ground (including any argument that the statute to which the Defendant is pleading guilty is unconstitutional or that the admitted conduct does not fall within the scope of the statute). The only exceptions are that the Defendant may file a direct appeal of Defendant's sentence if (1) the court enters a sentence above the statutory maximum, (2) the court enters a sentence above the advisory Sentencing Guidelines range found to apply by the court at sentencing; or (3) the Government appeals the sentence. Absent those exceptions, Defendant explicitly and irrevocably instructs Defendant's attorney not to file an appeal.

b. Waiver of Collateral Attack

Defendant entirely waives Defendant's right to collaterally attack Defendant's conviction and sentence on any ground and by any method, including but not limited to a 28 U.S.C. § 2255 motion. The only exception is that Defendant may collaterally attack Defendant's conviction and sentence based on a claim of ineffective assistance of counsel.

c. FOIA and Privacy Act Waiver

Defendant waives all rights, whether asserted directly or through a representative, to request or receive from any department or agency of the United States any record pertaining to the investigation or prosecution of this case under the authority of the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, and all subsequent amendments thereto.

d. Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410 Waiver

Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence ordinarily limit the admissibility of statements made by a Defendant during the course of plea discussions or plea proceedings. Defendant knowingly and voluntarily waives the protections of these rules. If Defendant fails to plead guilty, or Defendant's plea of guilty is later withdrawn, all of Defendant's statements in connection with this plea, and any leads derived therefrom, shall be admissible for any and all purposes.

10. Defendant's Rights

Defendant has the right to be represented by counsel, and if necessary have the court appoint counsel, at trial and at every other critical stage of the proceeding. Defendant possesses a number of rights which Defendant will waive by pleading guilty, including: the right to plead not guilty, or having already so pleaded, to persist in that plea; the right to a jury trial; and the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

11. Satisfaction with Counsel

Defendant has had the benefit of legal counsel in negotiating this agreement. Defendant believes that Defendant's attorney has represented Defendant faithfully, skillfully, and diligently, and Defendant is completely satisfied with the legal advice given and the work performed by Defendant's attorney.

12. Breach of Plea Agreement

If Defendant fails to plead guilty, withdraws or attempts to withdraw Defendant's guilty plea, commits any new criminal conduct following the execution of this agreement, or otherwise breaches this agreement, the government is released from all of its agreements regarding Defendant's sentence, including any agreements regarding the calculation of Defendant's advisory Sentencing Guidelines. In addition, the government may declare the plea agreement null and void, reinstate any counts that may have been dismissed pursuant to the plea agreement, and/or file new charges against Defendant that might otherwise be barred by this plea agreement. Defendant waives any statute-of-limitations or speedy trial defense to prosecutions reinstated or commenced under this paragraph.

13. Entire Agreement

This agreement contains the entire agreement between the government and Defendant.

(signatures follow on next page)

JILL E. STEINBERG
UNITED STATES ATTORNEY

11/1/23
Date

Patricia G. Rhodes
Chief, Criminal Division

11/1/23
Date

Jennifer A. Stanley
Alabama Bar No. 8400E77T
Assistant United States Attorney

I have read and carefully reviewed this agreement with my attorney. I understand each provision of this agreement, and I voluntarily agree to it. I hereby stipulate that the factual basis set out therein is true and accurate in every respect.

10·26·23
Date

Brandon Thurmond
Brandon Jamal Thurmond

I have fully explained to Defendant all of Defendant's rights, and I have carefully reviewed each and every part of this agreement with Defendant. I believe that Defendant fully and completely understands it, and that Defendant's decision to enter into this agreement is an informed, intelligent, and voluntary one.

10/27/2023
Date

Michon Walker

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

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ORDER

The aforesaid Plea Agreement, having been considered by the Court in conjunction with the interrogation by the Court of the Defendant and the Defendant's attorney at a hearing on the Defendant's motion to change Defendant's plea and the Court finding that the plea of guilty is made freely, voluntarily and knowingly, it is thereupon,

ORDERED that the plea of guilty by Defendant be, and it is, hereby accepted and the foregoing Plea Agreement be, and it is, hereby ratified and confirmed.

This 28th day of November 2023.

J. RANDAL HALL
CHIEF JUDGE, UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA