CLOSED

U.S. District Court
District of New Jersey [LIVE] (Newark)
CRIMINAL DOCKET FOR CASE #: 2:25-mj-10042-MAH All Defendants
Internal Use Only

Case title: USA v. BROWN

Date Filed: 03/03/2025

Other court case number: 2:24-CR-192 U.S.D.C. - SOUTHERN DISTRICT OF WEST VIRGINIA

Date Terminated: 03/03/2025

Assigned to: Magistrate Judge Michael A. Hammer

Defendant (1)

DAMISHA BROWN
TERMINATED: 03/03/2025

represented by **AREEB SALIM**
FEDERAL PUBLIC DEFENDER
DISTRICT OF NEW JERSEY
1002 BROAD STREET
NEWARK, NJ 07102
973-339-7596
Email: areeb_salim@fd.org
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Public Defender or Community Defender Appointment

Pending Counts

None

Disposition

Highest Offense Level (Opening)

None

Terminated Counts

None

Disposition

Highest Offense Level (Terminated)

None

Complaints

TITLE 18 USC § 1344 and 1349 - PAYCHECK PROTECTION PROGRAM CONSPIRACY (Count 1 and 7)

Disposition

Plaintiff

USA
TERMINATED: 03/03/2025

represented by **CAITLIN E. BARRETT**
DOJ-USAO
970 BROAD STREET
NEWARK, NJ 07102
862-301-0956
Email: caitlin.barrett@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Assistant US Attorney

Date Filed	#	Docket Text
03/03/2025	1	Superseding Indictment Received as to DAMISHA BROWN (jqb,) (Entered: 03/04/2025)
03/03/2025		Arrest (Rule 5) of DAMISHA BROWN (jqb,) (Entered: 03/04/2025)
03/03/2025	2	Minute Entry for proceedings held before Magistrate Judge Michael A. Hammer: Initial Appearance in Rule 5 Proceedings as to DAMISHA BROWN held on 3/3/2025. Defendant Released. Bail Set: $10,000 Unsecured Appearance Bond, PTS supervision, travel restricted, surrender passport, etc. Defendant shall appear for an Initial Appearance in the Southern District of West Virginia on 3/17/2025 at 10:00 a.m. before Magistrate Judge Omar J. Aboulhosn. (ECR) (jqb,) (Entered: 03/04/2025)
03/03/2025	3	*SEALED* (Court only) CJA 23 Financial Affidavit by DAMISHA BROWN (jqb,) (Entered: 03/04/2025)
03/03/2025	4	ORDER APPOINTING FEDERAL PUBLIC DEFENDER as to DAMISHA BROWN AREEB SALIM for DAMISHA BROWN appointed.. Signed by Magistrate Judge Michael A. Hammer on 3/3/2025. (jqb,) Modified on 3/4/2025 (jqb,). (Entered: 03/04/2025)
03/03/2025	5	ORDER advising of the United States' continuing obligation to produce all exculpatory evidence to the defendant pursuant to *Brady v. Maryland*. Signed by Magistrate Judge Michael A. Hammer on 3/3/2025. (jqb,) Modified on 3/4/2025 (jqb,). (Entered: 03/04/2025)
03/03/2025	6	ORDER Setting Conditions of Release as to DAMISHA BROWN (1) Defendant Released. Bail Set: $10,000 Unsecured Appearance Bond, PTS supervision, travel restricted, surrender passport, no contact condition, etc. Defendant shall appear for an Initial Appearance in the Southern District of West Virginia on 3/17/2025 at 10:00 a.m. before Magistrate Judge Omar J. Aboulhosn (Finance notified). Signed by Magistrate Judge Michael A. Hammer on 3/3/2025. (jqb,) (Entered: 03/04/2025)

03/03/2025	7	Unsecured Appearance Bond Entered as to DAMISHA BROWN in amount of $10,000. (jqb,) (Entered: 03/04/2025)
03/03/2025		NOTICE as to DAMISHA BROWN - Please be advised that an initial appearance was held in the above-captioned case pursuant to Rule 5 of the Federal Rules of Criminal Procedure. You can obtain the original record by accessing CM/ECF through PACER. (SDWV 2:24-cr-192) (jqb,) (Entered: 03/04/2025)
03/03/2025		(Court only) ***Case Terminated as to DAMISHA BROWN, ***Terminated defendant DAMISHA BROWN and USA, pending deadlines, and motions. (jqb,) (Entered: 03/04/2025)

UNITED STATES DISTRICT COURT

for the

District of New Jersey

MAGISTRATE'S COURTROOM MINUTES

UNITED STATES OF AMERICA
Plaintiff

v.

DAMISHA BROWN
Defendant

MAGISTRATE JUDGE: Hon. Michael A. Hammer

CASE NO. 25-10052

DATE OF PROCEEDINGS: 3/3/2025

DATE OF ARREST: 3/3/2025

PROCEEDINGS: Initial Appearance - R5 SDWV

- ☐ COMPLAINT
- ☑ ADVISED OF RIGHTS ☑ ADVISED OF CHARGES AND PENALTIES
- ☐ WAIVER OF COUNSEL
- ☑ APPT. OF COUNSEL: ☑ AFPD ☐ CJA
- ☐ WAIVER OF HRG: ☐ PRELIM ☐ REMOVAL
- ☐ CONSENT TO MAGISTRATE'S JURISDICTION
- ☐ PLEA ENTERED: ☐ GUILTY ☐ NOT GUILTY
- ☐ PLEA AGREEMENT
- ☐ RULE 11 FORM
- ☑ FINANCIAL AFFIDAVIT EXECUTED ☐ FINANCIAL COLLOQUY
- ☑ BRADY ORDER
- ☑ WAIVED IDENTIY HEARING
- ☐
- ☐

- ☐ DETAINED W/O PREJUDICE TO MAKE A BAIL APPLICATION LATER
- ☐ CONSENT TO DETENTION WITH RIGHT TO MAKE A BAIL APPLICATION AT A LATER TIME
- ☐ BAIL DENIED - DEFENDANT REMANDED TO CUSTODY
- ☑ BAIL SET: $10,000
  - ☑ UNSECURED BOND
  - ☐ SURETY BOND SECURED BY CASH/PROPERTY
- ☑ TRAVEL RESTRICTED
- ☑ REPORT TO PRETRIAL SERVICES
- ☐ DRUG TESTING AND/OR TREATMENT
- ☑ MENTAL HEALTH TESTING AND/OR TREATMENT
- ☑ SURRENDER AND/OR OBTAIN NO PASSPORT
- ☑ SEE ORDER SETTING CONDITIONS OF RELEASE FOR ADDITIONAL CONDITIONS

HEARING SET FOR:

- ☐ PRELIMINARY/REMOVAL HRG. DATE:
- ☐ DETENTION/BAIL HRG. DATE:
- ☐ TRIAL: ☐ COURT ☐ JURY DATE:
- ☐ SENTENCING DATE:
- ☑ OTHER: Initial Appearance before Magistrate Judge Omar J. Aboulhosn in the SDWV DATE: 3/17/2025 at 10:00 a.m.

APPEARANCES:

AUSA: Caitlin Barrett

DEFT. COUNSEL: Areeb Salim

PO/PTS: Liz Charleston

INTERPRETER
Language:

TIME COMMENCED: 3:21
TIME TERMINATED: 3:32
CD NO: ECR

J. Baker
DEPUTY CLERK

UNITED STATES DISTRICT COURT
FOR THE District of New Jersey [LIVE]
Newark, NJ

UNITED STATES OF AMERICA

Plaintiff,

v.

Case No.: 2:25–mj–10042–MAH
Magistrate Judge Michael A. Hammer

DAMISHA BROWN

Defendant.

ORDER APPOINTING PUBLIC DEFENDER

The financial inability of the defendant to retain counsel and having been established by the Court, and the defendant not having waived the appointment of counsel,

IT IS on this 4th day of March, 2025,

ORDERED that Areeb Salim from the office of the Federal Public Defender for the District of New Jersey is hereby appointed to represent said defendant in the cause until further order of the Court.

s/ Magistrate Judge Michael A. Hammer

United States Magistrate Judge

UNITED STATES DISTRICT COURT
for the District of New Jersey

United States of America

v.

DAMISHA BROWN
Defendant

ORDER SETTING CONDITIONS OF RELEASE

Case Number: 25-10042

IT IS ORDERED on this 3rd day of March, 2025 that the release of the defendant is subject to the following conditions:

(1) The defendant must not violate any federal, state or local law while on release.
(2) The defendant must cooperate in the collection of a DNA sample if the collection is authorized by 42 U.S.C. § 14135a.
(3) The defendant must immediately advise the court, defense counsel, and the U.S. attorney in writing before any change of address and/or telephone number.
(4) The defendant must appear in court as required and must surrender to serve any sentence imposed.

Release on Bond

Bail be fixed at $ 10,000 and the defendant shall be released upon:

- [x] Executing an unsecured appearance bond [ ] with co-signor(s)__________;
- [ ] Executing a secured appearance bond [ ] with co-signor(s)__________, and ( ) depositing in cash in the registry of the Court ____% of the bail fixed; and/or [ ] execute an agreement to forfeit designated property located at __________. Local Criminal Rule 46.1(d)(3) waived/not waived by the Court.
- [ ] Executing an appearance bond with approved sureties, or the deposit of cash in the full amount of the bail in lieu thereof;
- [ ]

Additional Conditions of Release

Pursuant to 18 U.S.C. § 3142(c)(1)(B), the court may impose the following least restrictive condition(s) only as necessary to reasonably assure the appearance of the person as required and the safety of any other person and the community. It is further ordered that the release of the defendant is subject to the condition(s) listed below:

IT IS FURTHER ORDERED that, in addition to the above, the following conditions are imposed:

- [x] Report to Pretrial Services ("PTS") as directed and advise them immediately of any contact with law enforcement personnel, including but not limited to, any arrest, questioning or traffic stop.
- [ ] The defendant shall not attempt to influence, intimidate, or injure any juror or judicial officer; not tamper with any witness, victim, or informant; not retaliate against any witness, victim or informant in this case.
- [ ] The defendant shall be released into the third party custody of __________

who agrees (a) to supervise the defendant in accordance with all the conditions of release, (b) to use every effort to assure the appearance of the defendant at all scheduled court proceedings, and (c) to notify the court immediately in the event the defendant violates any conditions of release or disappears.

Custodian Signature: ________________ Date: __________

[✓] The defendant's travel is restricted to [✓] New Jersey [ ] Other ______________________________
[✓] unless approved by Pretrial Services (PTS).

[✓] Surrender all passports and travel documents to PTS. Do not apply for new travel documents.

[ ] Substance abuse testing and/or treatment as directed by PTS. Treatment may include inpatient treatment.

[ ] Surrender/Do not possess a firearm, destructive device, or other dangerous weapons. All firearms in any home in which the defendant resides shall be removed within 24 hours and verification provided to PTS. The defendant shall also surrender all firearm purchaser's identification cards and permits to PTS

[✓] Mental health testing/treatment as directed by PTS.

[ ] Abstain from the use of alcohol.

[✓] Maintain current residence or a residence approved by PTS.

[✓] Maintain or obtain employment pre-approved by PTS.

[ ] No contact with minors unless in the presence of a parent or guardian who is aware of the present offense.

[✓] Have no contact with the following individuals: co-defendants and/or co-conspirators, unless in the presence of counsel

[ ] Defendant is to participate in one of the following home confinement program components and abide by all the requirements of the program which [ ] will or ( ) will not include electronic monitoring or other location verification system.

- [ ] (i) **Curfew.** You are restricted to your residence every day ( ) from_______to_______, or [ ] as directed by the pretrial services office or supervising officer; or
- [ ] (ii) **Home Detention.** You are restricted to your residence at all times except for the following: education; religious services; medical, substance abuse, or mental health treatment; attorney visits; court appearances; court-ordered obligations; or other activities pre-approved by the pretrial services office or supervising officer. Additionally, employment [ ] is permitted [ ] is not permitted.
- [ ] (iii) **Home Incarceration.** You are restricted to your residence under 24 hour lock-down except for medical necessities and court appearances, or other activities specifically approved by the court.
- [ ] (iv) **Stand Alone Monitoring.** You have no residential curfew, home detention, or home incarceration restrictions. However, you must comply with the location or travel restrictions as imposed by the court. **Note:** Stand Alone Monitoring should be used in conjunction with global positioning system (GPS) technology.
- [ ] Pay all or part of the cost of location monitoring based upon your ability to pay as determined by the pretrial services or supervising officer.

[ ] Defendant is subject to the following computer/internet and network restrictions which may include manual inspection, and/or the installation of computer monitoring software, as deemed appropriate by Pretrial Services. The defendant consents to Pretrial Services' use of electronic detection devices to evaluate the defendant's access to wi-fi connections.

- [ ] (i) **No Computers** - defendant is prohibited from possession and/or use of computers or connected devices.
- [ ] (ii) **Computer - No Internet Access**: defendant is permitted use of computers or connected devices, but is not permitted access to the Internet (World Wide Web, FTP Sites, IRC Servers, Instant Messaging, etc);
- [ ] (iii) **Computer With Internet Access:** defendant is permitted use of computers or connected devices, and is permitted access to the Internet (World Wide Web, FTP Sites, IRC Servers, Instant Messaging, etc.) for legitimate and necessary purposes pre-approved by Pretrial Services at [ ] home [ ] for employment purposes.
- [ ] (iv) **Consent of Other Residents** -by consent of other residents in the home, any computers in the home utilized by other residents shall be approved by Pretrial Services, password protected by a third party custodian approved by Pretrial Services, and subject to inspection for compliance by Pretrial Services. Home computer networks are subject to inspection for compliance by Pretrial Services.

[✓] **Other:** Report to the Southern District of West Virginia on 3/17/2025 at 10:00 a.m. before Judge Omar J. Aboulhosn at the Robert C. Byrd Courthouse, 300 Virginia Street, Charleston, WV 25301.

ADVICE OF PENALTIES AND SANCTIONS

TO THE DEFENDANT:

YOU ARE ADVISED OF THE FOLLOWING PENALTIES AND SANCTIONS:

Violating any of the foregoing conditions of release may result in the immediate issuance of a warrant for your arrest, a revocation of your release, an order of detention, a forfeiture of any bond, and a prosecution for contempt of court and could result in imprisonment, a fine, or both.

While on release, if you commit a federal felony offense the punishment is an additional prison term of not more than ten years and for a federal misdemeanor offense the punishment is an additional prison term of not more than one year. This sentence will be consecutive (i.e., in addition to) to any other sentence you receive.

It is a crime punishable by up to ten years in prison, and a $250,000 fine, or both, to: obstruct a criminal investigation; tamper with a witness, victim, or informant; retaliate or attempt to retaliate against a witness, victim, or informant; or intimidate or attempt to intimidate a witness, victim, juror, informant, or officer of the court. The penalties for tampering, retaliation, or intimidation are significantly more serious if they involve a killing or attempted killing.

If, after release, you knowingly fail to appear as the conditions of release require, or to surrender to serve a sentence, you may be prosecuted for failing to appear or surrender and additional punishment may be imposed. If you are convicted of:

(1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more – you will be fined not more than $250,000 or imprisoned for not more than 10 years, or both;
(2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years – you will be fined not more than $250,000 or imprisoned for not more than five years, or both;
(3) any other felony – you will be fined not more than $250,000 or imprisoned not more than two years, or both;
(4) a misdemeanor – you will be fined not more than $100,000 or imprisoned not more than one year, or both.

A term of imprisonment imposed for failure to appear or surrender will be consecutive to any other sentence you receive. In addition, a failure to appear or surrender may result in the forfeiture of any bond posted.

Acknowledgment of the Defendant

I acknowledge that I am the defendant in this case and that I am aware of the conditions of release. I promise to obey all conditions of release, to appear as directed, and to surrender to serve any sentence imposed. I am aware of the penalties and sanctions set forth above.

____
Defendant's Signature

Newark, New Jersey
City and State

Directions to the United States Marshal

[X] The defendant is ORDERED released after processing.
[ ] The United States marshal is ORDERED to keep the defendant in custody until notified by the clerk or judge that the defendant has posted bond and/or complied with all other conditions for release. If still in custody, the defendant must be produced before the appropriate judge at the time and place specified.

Date: 3/3/2025

Judicial Officer's Signature

Hon. Michael A. Hammer, USMJ

Printed Name and Title

AO 98 (Rev. 12/11) Appearance Bond

UNITED STATES DISTRICT COURT

for the

District of New Jersey

United States of America	)	
v.	)	
	)	Case No. 25-10042
DAMISHA BROWN	)	
Defendant	)	

APPEARANCE BOND

Defendant's Agreement

I, DAMISHA BROWN *(defendant)*, agree to follow every order of this court, or any court that considers this case, and I further agree that this bond may be forfeited if I fail:

(X) to appear for court proceedings;
(X) if convicted, to surrender to serve a sentence that the court may impose; or
(X) to comply with all conditions set forth in the Order Setting Conditions of Release.

Type of Bond

( ) (1) This is a personal recognizance bond.

(X) (2) This is an unsecured bond of $ 10,000 .

( ) (3) This is a secured bond of $ ____________ , secured by:

( ) (a) $ ____________ , in cash deposited with the court.

( ) (b) the agreement of the defendant and each surety to forfeit the following cash or other property *(describe the cash or other property, including claims on it — such as a lien, mortgage, or loan — and attach proof of ownership and value)*:

If this bond is secured by real property, documents to protect the secured interest may be filed of record.

( ) (c) a bail bond with a solvent surety *(attach a copy of the bail bond, or describe it and identify the surety)*:

Forfeiture or Release of the Bond

Forfeiture of the Bond. This appearance bond may be forfeited if the defendant does not comply with the above agreement. The court may immediately order the amount of the bond surrendered to the United States, including the security for the bond, if the defendant does not comply with the agreement. At the request of the United States, the court may order a judgment of forfeiture against the defendant and each surety for the entire amount of the bond, including interest and costs.

Release of the Bond. The court may order this appearance bond ended at any time. This bond will be satisfied and the security will be released when either: (1) the defendant is found not guilty on all charges, or (2) the defendant reports to serve a sentence.

Declarations

Ownership of the Property. I, the defendant – and each surety – declare under penalty of perjury that:

(1) all owners of the property securing this appearance bond are included on the bond;
(2) the property is not subject to claims, except as described above; and
(3) I will not sell the property, allow further claims to be made against it, or do anything to reduce its value while this appearance bond is in effect.

Acceptance. I, the defendant – and each surety – have read this appearance bond and have either read all the conditions of release set by the court or had them explained to me. I agree to this Appearance Bond.

I, the defendant – and each surety – declare under penalty of perjury that this information is true. (See 28 U.S.C. § 1746.)

Date: 3/3/25

Defendant's signature

Surety/property owner – printed name | *Surety/property owner – signature and date*

Surety/property owner – printed name | *Surety/property owner – signature and date*

Surety/property owner – printed name | *Surety/property owner – signature and date*

CLERK OF COURT

Date: 3/3/2025

s/J. Baker
Signature of Clerk or Deputy Clerk

Approved.

Date: 3/3/2025

Judge's signature

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON GRAND JURY 2024
JANUARY 22, 2025 SESSION

UNITED STATES OF AMERICA

v. CRIMINAL NO. 2:24-cr-00192
18 U.S.C. § 1349
18 U.S.C. § 1344 & 2

KISHA SUTTON
SHAMIESE WRIGHT
CYLENA SUTTON
RAHMEL MEEKINS
WILLIAM POWELL
DAMISHA BROWN
JASMINE SPENCER

S U P E R S E D I N G
I N D I C T M E N T

The Grand Jury Charges:

At all times material to this Superseding Indictment:

Introduction

1. Beginning no later than in or about April 2021, and continuing until at least in or about July 2021, at or near Charleston, Kanawha County, West Virginia, within the Southern District of West Virginia and elsewhere, defendants KISHA SUTTON, SHAMIESE WRIGHT, CYLENA SUTTON, RAHMEL MEEKINS, WILLIAM POWELL,

DAMISHA BROWN, and JASMINE SPENCER, and Lydia Spencer, named but not indicted, conspired with each other and persons both known and unknown to the Grand Jury, to commit bank fraud, in violation of 18 U.S.C. § 1344 by applying for and obtaining fraudulent Paycheck Protection Program ("PPP") loans from financial institutions. The scheme caused at least $140,625 in fraudulent PPP loans to be issued to ineligible borrowers and for the funds to be used on ineligible expenses.

2. Defendant KISHA SUTTON caused the preparation and submission of fraudulent PPP loan applications and IRS Forms 1040 Schedule C ("Schedule C") on behalf of her co-conspirators in exchange for up to 25 percent of the total funded amount. The Schedules C qualified the borrowers for a loan amount they were not eligible to receive by either reporting income for nonexistent businesses or inflating the income of existing businesses.

The Paycheck Protection Program

3. On March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act ("The CARES Act"), an economic stimulus bill that, among other things, provided emergency assistance to small business owners, including agricultural businesses, and nonprofit organizations in all U.S. states, Washington D.C., and territories affected by the COVID-19

pandemic. One source of relief provided by the CARES Act was the authorization of up to $349 billion in forgivable loans to small businesses for job retention and certain other expenses, through a program referred to as the Paycheck Protection Program ("PPP"). Additional PPP funding was authorized in legislation enacted on or about December 27, 2020, and March 11, 2021.

4. As discussed more fully below, the PPP, which was operated by the Small Business Administration ("SBA"), provided small businesses with funding to meet specific business obligations, including payroll and rent. The PPP permitted participating third-party lenders to approve and disburse SBA-backed PPP loans to cover payroll, fixed debts, utilities, rent/mortgage payments, accounts payable, and other bills incurred by qualifying businesses during, and resulting from, the COVID-19 pandemic. PPP loans were fully guaranteed by the SBA. In the event of default, the SBA would fully satisfy the lender for any balance remaining on the loan. Further, the SBA would forgive any loan up to 100 percent if the borrower utilized 60 percent of the loan on payroll costs in the 24-week period post-disbursement, with the remaining 40 percent going toward covered expenses including: mortgage interest payments, rent payments, utilities, operations expenditures, property damage costs, supplier costs, and worker

protection expenditures. Whatever portion was not forgiven was serviced as a loan.

5. The SBA promulgated regulations concerning eligibility for a PPP loan. Individuals who operated a business under a "sole proprietorship" business structure were eligible for a PPP loan. To qualify for a PPP loan, individuals had to report and document their income and expenses from the sole proprietorship, as typically reported to the Internal Revenue Service on a Schedule C for a given tax year. As with other PPP loans, this information and supporting documentation was used to calculate the amount of money the individual was entitled to receive under the PPP. The maximum loan amount for a sole proprietor with no employees was $20,833.

6. A PPP loan application was processed by the third-party participating lender with whom the application was filed. If a PPP loan application was approved, the participating lender would fund the PPP loan. To encourage PPP loans to be issued, the loan was guaranteed by the SBA. Data from the application, including information from the borrower, the total amount of the loan, and the listed number of employees, was transmitted by the lender to the SBA while processing the loan.

7. The proceeds of a PPP loan were not permitted to be used by the borrowers to purchase consumer goods, automobiles, personal residences, clothing, jewelry, to pay the borrower's personal federal income taxes, and to fund the borrower's ordinary day-to-day living expenses unrelated to the specified authorized expenses.

The Co-Conspirators and the Financial Institutions

8. Defendant KISHA SUTTON was a resident of Jersey City, Hudson County, New Jersey. Defendant KISHA SUTTON caused the creation and submission of fraudulent PPP applications for her co-conspirators, and she received kickbacks from her co-conspirators for her assistance.

9. Defendant SHAMIESE WRIGHT was a resident of Charleston, Kanawha County, West Virginia. Defendant SHAMIESE WRIGHT recruited at least one other co-conspirator, Lydia Spencer, not named as a defendant herein, to join the conspiracy. Defendant SHAMIESE WRIGHT authorized defendant KISHA SUTTON to apply for a fraudulent PPP loan on her behalf. As a result, defendant SHAMIESE WRIGHT received fraudulent PPP loan proceeds and paid a portion of the proceeds to defendant KISHA SUTTON as a kickback for applying for the loan.

10. Defendant CYLENA SUTTON was a resident of Charleston, Kanawha County, West Virginia. Defendant CYLENA SUTTON authorized defendant KISHA SUTTON to apply for two fraudulent PPP loans on her behalf. As a result, defendant CYLENA SUTTON received fraudulent PPP loan proceeds and paid a portion of the proceeds to defendant KISHA SUTTON as a kickback for applying for the loans.

11. Defendant RAHMEL MEEKINS was a resident of South Charleston, Kanawha County, West Virginia. Defendant RAHMEL MEEKINS authorized defendant KISHA SUTTON to apply for a fraudulent PPP loan on his behalf. As a result, defendant RAHMEL MEEKINS received fraudulent PPP loan proceeds and paid a portion of the proceeds to defendant KISHA SUTTON as a kickback for applying for the loan.

12. Defendant WILLIAM POWELL was a resident of Huntington, Cabell County, West Virginia. Defendant WILLIAM POWELL authorized defendant KISHA SUTTON to apply for a fraudulent PPP loan on his behalf. As a result, defendant WILLIAM POWELL received fraudulent PPP loan proceeds and paid a portion of the proceeds to defendant KISHA SUTTON as a kickback for applying for the loan.

13. Defendant DAMISHA BROWN was a resident of Charleston, Kanawha County, West Virginia. Defendant DAMISHA BROWN authorized defendant KISHA SUTTON to apply for a fraudulent PPP loan on her

behalf. As a result, defendant DAMISHA BROWN received fraudulent PPP loan proceeds and paid a portion of the proceeds to defendant KISHA SUTTON as a kickback for applying for the loan.

14. Defendant JASMINE SPENCER was a resident of Charleston, Kanawha County, West Virginia. Defendant JASMINE SPENCER authorized defendant KISHA SUTTON to apply for a fraudulent PPP loan on her behalf. As a result, defendant JASMINE SPENCER received fraudulent PPP loan proceeds and paid a portion of the proceeds to defendant KISHA SUTTON as a kickback for applying for the loan.

15. Lydia Spencer, named but not indicted, was a resident of Charleston, Kanawha County, West Virginia. Lydia Spencer authorized defendant KISHA SUTTON to apply for a fraudulent PPP loan on her behalf, received fraudulent PPP loan proceeds, and paid a portion of the proceeds to defendant KISHA SUTTON as a kickback.

16. Financial Institution 1 was a non-bank financial institution as defined by 18 U.S.C. § 20 headquartered in Laguna Hills, California. Financial Institution 1 participated in the SBA's PPP as a lender, and as such, was authorized to lend funds to eligible borrowers under the terms of the PPP.

17. Financial Institution 2 was a non-bank financial institution as defined by 18 U.S.C. § 20 headquartered in Lake

Mary, Florida. Financial Institution 2 participated in the SBA's PPP as a lender, and as such, was authorized to lend funds to eligible borrowers under the terms of the PPP.

18. Financial Institution 3 was a non-bank financial institution as defined by 18 U.S.C. § 20 headquartered in Coral Gables, Florida. Financial Institution 3 participated in the SBA's PPP as a lender, and as such, was authorized to lend funds to eligible borrowers under the terms of the PPP.

COUNT ONE

The Conspiracy

19. The allegations set forth in paragraphs 1 through 18 are hereby realleged and incorporated herein.

20. Beginning no later than in or about April 2021, and continuing until at least in or about July 2021, at or near Charleston, Kanawha County, West Virginia, within the Southern District of West Virginia, and elsewhere, defendants KISHA SUTTON, SHAMIESE WRIGHT, CYLENA SUTTON, RAHMEL MEEKINS, WILLIAM POWELL, DAMISHA BROWN, and JASMINE SPENCER, and Lydia Spencer, named but not indicted, knowingly and intentionally conspired with each other and with other persons both known and unknown to the Grand Jury, to commit bank fraud in violation of 18 U.S.C. § 1344, that is, to knowingly execute a scheme and artifice to defraud Financial Institutions 1, 2, and 3, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of Financial Institutions 1, 2, and 3 by means of false and fraudulent pretenses, representations, and promises made in PPP loan applications and Schedules C.

21. In furtherance of the conspiracy, the defendants committed the following acts:

Manner and Means

22. Defendant KISHA SUTTON caused the creation and submission of PPP loan applications on behalf of defendants SHAMIESE WRIGHT, CYLENA SUTTON, RAHMEL MEEKINS, WILLIAM POWELL, DAMISHA BROWN, and JASMINE SPENCER, and Lydia Spencer, named but not indicted, (hereinafter "the co-conspirators") and with the authorization of each of the co-conspirators in exchange for payment from the fraudulent PPP loan proceeds.

23. In the applications, defendant KISHA SUTTON falsely stated either the existence of a sole proprietorship prior to the pandemic that generated $75,000 in gross income or greatly inflated the revenues of any "businesses" that did exist in 2020.

24. Defendant KISHA SUTTON also caused the creation of fictitious Schedules C to support each of the fraudulent PPP loan applications that would be submitted to Financial Institutions 1, 2, and 3 on behalf of the co-conspirators. These Schedule Cs falsely stated that defendant KISHA SUTTON's co-conspirators had operated sole proprietorships in 2020 that had $75,000 in gross receipts or sales.

25. Financial Institutions 1, 2, and 3 received the applications and Schedules C and funded the PPP loans.

26. Once the PPP loans were funded, the co-conspirators paid defendant KISHA SUTTON up to 25 percent of the total funded amount of the PPP loans for her assistance. The co-conspirators kept the remainder of the funds and spent the money on ineligible expenses.

27. On or about the dates listed below, defendant KISHA SUTTON caused the submission of the following false PPP loan applications on behalf of her co-conspirators, which were ultimately funded by Financial Institutions 1, 2, and 3:

	DATE (on or about)	**CO-CONSPIRATOR / BORROWER**	**FINANCIAL INSTITUTION**	**FUNDED AMOUNT**
a.	4/19/2021	SHAMIESE WRIGHT	3	$15,625
b.	4/11/2021	CYLENA SUTTON	1	$15,625
c.	4/14/2021	CYLENA SUTTON	1	$15,625
d.	4/11/2021	RAHMEL MEEKINS	1	$15,625
e.	4/22/2021	WILLIAM POWELL	3	$15,625
f.	4/25/2021	DAMISHA BROWN	1	$15,625
g.	5/27/2021	JASMINE SPENCER	1	$15,625
h.	4/8/2021	Lydia Spencer	1	$15,625
i.	4/8/2021	Lydia Spencer	2	$15,625

28. On or about the dates listed below, the co-conspirators paid defendant KISHA SUTTON for her services.

	DATES (on or about)	**CO-CONSPIRATOR**	**TOTAL AMOUNT**
a.	5/7/2021 - 5/21/2021	SHAMIESE WRIGHT	$3,000
b.	4/20/2021 - 5/4/2021	CYLENA SUTTON	$2,500
c.	4/23/2021 - 4/30/2021	RAHMEL MEEKINS	$1,650
d.	7/6/2021 - 7/20/2021	WILLIAM POWELL	$2,000
e.	4/30/2021 - 5/27/2021	DAMISHA BROWN	$3,500
f.	6/30/2021 - 7/9/2021	JASMINE SPENCER	$3,000
g.	5/3/2021 - 6/21/2021	Lydia Spencer	$4,000

In violation of Title 18, United States Code, Sections 1344 and 1349.

COUNT TWO

29. The allegations set forth in paragraphs 1 through 28 are hereby realleged and incorporated herein.

30. Between no later than on or about April 19, 2021, and continuing until at least on or about May 21, 2021, defendants KISHA SUTTON and SHAMIESE WRIGHT, aided and abetted by each other, knowingly executed and attempted to execute the above-mentioned scheme.

31. On or about April 19, 2021, defendant KISHA SUTTON caused the submission of a PPP loan application and a Schedule C to Financial Institution 3 on behalf of defendant SHAMIESE WRIGHT and with defendant SHAMIESE WRIGHT's authorization.

32. The application and the Schedule C stated that defendant SHAMIESE WRIGHT was a sole proprietor of a business that was established on January 1, 2017. The application stated that in 2020, the business had a gross income of $75,000. As part of the application, a 2020 Schedule C was submitted listing gross receipts of $75,000 and a net profit of $48,750.

33. In fact, defendant SHAMIESE WRIGHT did not have a business in 2020 with those gross receipts and profit. Defendant SHAMIESE WRIGHT's 2020 tax return listed $21,716 in wages and no business income or expenses. Defendant SHAMIESE WRIGHT applied for

unemployment compensation throughout 2020 and stated, several times, that she was not self-employed.

34. Financial Institution 3 funded defendant SHAMIESE WRIGHT's PPP loan for $15,625 on or about May 7, 2021.

35. Between on or about May 7, 2021, and on or about May 21, 2021, Defendant SHAMIESE WRIGHT, within the Southern District of West Virginia, remitted $3,000 of the fraudulent PPP loan proceeds to defendant KISHA SUTTON. Defendant SHAMIESE WRIGHT spent the remainder of the PPP loan proceeds on personal, ineligible expenses.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT THREE

36. The allegations set forth in paragraphs 1 through 28 are hereby realleged and incorporated herein.

37. Between no later than on or about April 11, 2021, and continuing until at least on or about May 2, 2021, defendants KISHA SUTTON and CYLENA SUTTON, aided and abetted by each other, knowingly executed and attempted to execute the above-mentioned scheme.

38. On or about April 11, 2021, defendant KISHA SUTTON caused the submission of a PPP loan application and an IRS Form Schedule C to Financial Institution 1 on behalf of defendant CYLENA SUTTON and with defendant CYLENA SUTTON's authorization.

39. The application and the Schedule C stated that defendant CYLENA SUTTON was a sole proprietor of a business that was established on January 1, 2017. The application stated that in 2020, the business had a gross income of $75,000. As part of the application, a 2020 Schedule C was submitted listing gross receipts of $75,000 and a net profit of $48,750.

40. In fact, defendant CYLENA SUTTON did not have a business in 2020 with those gross receipts and profit. Defendant CYLENA SUTTON's 2020 tax return listed $6,791 in wages and no business income or expenses. Defendant CYLENA SUTTON applied for

unemployment compensation throughout 2020 and stated, several times, that she was not self-employed.

41. Financial Institution 1 funded defendant CYLENA SUTTON's PPP loan for $15,625 on or about April 20, 2021.

42. Between on or about April 20, 2021, and on or about April 27, 2021, defendant CYLENA SUTTON, within the Southern District of West Virginia, remitted $2,000 of the fraudulent PPP loan proceeds to defendant KISHA SUTTON. Defendant CYLENA SUTTON spent the remainder of the PPP loan proceeds on personal, ineligible expenses.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT FOUR

43. The allegations set forth in paragraphs 1 through 28 and 36 through 42 are hereby realleged and incorporated herein.

44. Between no later than on or about April 14, 2021, and continuing until at least on or about May 4, 2021, defendants KISHA SUTTON and CYLENA SUTTON, aided and abetted by each other, knowingly executed and attempted to execute the above-mentioned scheme.

45. On or about April 14, 2021, defendant KISHA SUTTON caused the submission of a second PPP loan application and a second Schedule C to Financial Institution 1 on behalf of defendant CYLENA SUTTON and with defendant CYLENA SUTTON's authorization.

46. The second application mirrored the first. It and the Schedule C stated that defendant CYLENA SUTTON was a sole proprietor of a business that was established on January 1, 2017. The application stated that in 2020, the business had a gross income of $75,000. As part of the application, a 2020 Schedule C was submitted listing gross receipts of $75,000 and a net profit of $48,750.

47. As previously stated, in fact, defendant CYLENA SUTTON did not have a business in 2020 with those gross receipts and profit. Defendant CYLENA SUTTON's 2020 tax return listed $6,791 in

wages and no business income or expenses. Defendant CYLENA SUTTON applied for unemployment compensation throughout 2020 and stated, several times, that she was not self-employed.

48. Financial Institution 1 funded defendant CYLENA SUTTON's second PPP loan for $15,625 on or about May 2, 2021.

49. On or about May 4, 2021, defendant CYLENA SUTTON, within the Southern District of West Virginia, remitted $500 of the fraudulent PPP loan proceeds to defendant KISHA SUTTON. Defendant CYLENA SUTTON spent the remainder of the PPP loan proceeds on personal, ineligible expenses.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT FIVE

50. The allegations set forth in paragraphs 1 through 28 are hereby realleged and incorporated herein.

51. Between no later than on or about April 11, 2021, and continuing until at least on or about April 30, 2021, defendants KISHA SUTTON and RAHMEL MEEKINS, aided and abetted by each other, knowingly executed and attempted to execute the above-mentioned scheme.

52. On or about April 11, 2021, defendant KISHA SUTTON caused the submission of a PPP loan application and a Schedule C to Financial Institution 1 on behalf of defendant RAHMEL MEEKINS and with defendant RAHMEL MEEKINS's authorization.

53. The application and the Schedule C stated that defendant RAHMEL MEEKINS was a sole proprietor of a business that was established on January 1, 2017. The application stated that in 2020, the business had a gross income of $75,000. As part of the application, a 2020 Schedule C was submitted listing gross receipts of $75,000 and a net profit of $48,750.

54. In fact, defendant RAHMEL MEEKINS did not have a business in 2020 with those gross receipts and profit. Defendant RAHMEL MEEKINS's 2020 tax return listed $8,754 in wages and no business income or expenses. Defendant RAHMEL MEEKINS applied for

unemployment compensation throughout 2020 and stated, several times, that he was not self-employed.

55. Financial Institution 1 funded defendant RAHMEL MEEKINS's PPP loan for $15,625 on or about April 23, 2021.

56. Between on or about April 23, 2021, and on or about April 30, 2021, defendant RAHMEL MEEKINS, within the Southern District of West Virginia, remitted $1,650 of the fraudulent PPP loan proceeds to defendant KISHA SUTTON. Defendant RAHMEL MEEKINS spent the remainder of the PPP loan proceeds on personal, ineligible expenses.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT SIX

57. The allegations set forth in paragraphs 1 through 28 are hereby realleged and incorporated herein.

58. Between no later than on or about April 19, 2021, and continuing until at least on or about July 20, 2021, defendants KISHA SUTTON and WILLIAM POWELL, aided and abetted by each other, knowingly executed and attempted to execute the above-mentioned scheme.

59. On or about April 19, 2021, defendant KISHA SUTTON caused the submission of a PPP loan application and an IRS Form Schedule C to Financial Institution 3 on behalf of defendant WILLIAM POWELL and with defendant WILLIAM POWELL's authorization.

60. The application and the Schedule C stated that defendant WILLIAM POWELL was a sole proprietor of a business that was established on January 1, 2017. The application stated that in 2020, the business had a gross income of $75,000. As part of the application, a 2020 Schedule C was submitted listing gross receipts of $75,000 and a net profit of $48,750.

61. In fact, defendant WILLIAM POWELL did not have a business in 2020 with those gross receipts and profit. Defendant WILLIAM POWELL applied for unemployment compensation throughout 2020 and stated, several times, that he was not self-employed.

62. Financial Institution 3 funded defendant WILLIAM POWELL's PPP loan for $15,625 on or about June 29, 2021.

63. Between on or about July 6, 2021, and on or about July 20, 2021, defendant WILLIAM POWELL, within the Southern District of West Virginia, remitted $2,000 of the fraudulent PPP loan proceeds to defendant KISHA SUTTON. Defendant WILLIAM POWELL spent the remainder of the PPP loan proceeds on personal, ineligible expenses.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT SEVEN

64. The allegations set forth in paragraphs 1 through 28 are hereby realleged and incorporated herein.

65. Between no later than on or about April 25, 2021, and continuing until at least on or about May 27, 2021, defendants KISHA SUTTON and DAMISHA BROWN, aided and abetted by each other, knowingly executed and attempted to execute the above-mentioned scheme.

66. On or about April 25, 2021, defendant KISHA SUTTON caused the submission of a PPP loan application and a Schedule C to Financial Institution 1 on behalf of defendant DAMISHA BROWN and with defendant DAMISHA BROWN's authorization.

67. The application and the Schedule C stated that defendant DAMISHA BROWN was a sole proprietor of a business that was established on January 1, 2017. The application stated that in 2020, the business had a gross income of $75,000. As part of the application, a 2020 Schedule C was submitted listing gross receipts of $75,000 and a net profit of $48,750.

68. In fact, defendant DAMISHA BROWN did not have a business in 2020 with those gross receipts and profit. Defendant DAMISHA BROWN's 2020 tax return listed $668 in wages and no business income or expenses. Defendant DAMISHA BROWN applied for unemployment

compensation throughout 2020 and stated, several times, that she was not self-employed.

69. Financial Institution 1 funded defendant DAMISHA BROWN's PPP loan for $15,625 on or about April 30, 2021.

70. Between on or about April 30, 2021, and on or about May 27, 2021, defendant DAMISHA BROWN, within the Southern District of West Virginia, remitted $3,500 of the fraudulent PPP loan proceeds to defendant KISHA SUTTON. Defendant DAMISHA BROWN spent the remainder of the PPP loan proceeds on personal, ineligible expenses.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT EIGHT

71. The allegations set forth in paragraphs 1 through 28 are hereby realleged and incorporated herein.

72. Between no later than on or about May 27, 2021, and continuing until at least on or about July 9, 2021, defendants KISHA SUTTON and JASMINE SPENCER, aided and abetted by each other, knowingly executed and attempted to execute the above-mentioned scheme.

73. On or about May 27, 2021, defendant KISHA SUTTON caused the submission of a PPP loan application and a Schedule C to Financial Institution 1 on behalf of defendant JASMINE SPENCER and with defendant JASMINE SPENCER's authorization.

74. The application and the Schedule C stated that defendant JASMINE SPENCER was a sole proprietor of a business that was established on January 1, 2017. The application stated that in 2020, the business had a gross income of $75,000. As part of the application, a 2020 Schedule C was submitted listing gross receipts of $75,000 and a net profit of $48,750.

75. In fact, defendant JASMINE SPENCER did not have a business in 2020 with those gross receipts and profit. Defendant JASMINE SPENCER applied for unemployment compensation throughout 2020 and stated, several times, that she was not self-employed.

76. Financial Institution 1 funded defendant JASMINE SPENCER's PPP loan for $15,625 on or about June 28, 2021.

77. Between on or about June 30, 2021, and on or about July 9, 2021, defendant JASMINE SPENCER, within the Southern District of West Virginia, remitted $3,000 of the fraudulent PPP loan proceeds to defendant KISHA SUTTON. Defendant JASMINE SPENCER spent the remainder of the PPP loan proceeds on personal, ineligible expenses.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT NINE

78. The allegations set forth in paragraphs 1 through 28 are hereby realleged and incorporated herein.

79. Between no later than on or about April 8, 2021, and continuing until at least on or about June 21, 2021, defendants KISHA SUTTON and SHAMIESE WRIGHT and Lydia Spencer, named but not indicted, aided and abetted by each other, knowingly executed and attempted to execute the above-mentioned scheme.

80. No later than on or about April 8, 2021, defendant SHAMIESE WRIGHT recruited Lydia Spencer to participate in the scheme. At or around the same time, Lydia Spencer provided her personal and banking information to defendant SHAMIESE WRIGHT for use in fraudulent PPP applications.

81. On or about April 8, 2021, KISHA SUTTON caused the submission of a PPP loan application and a Schedule C to Financial Institution 2 on behalf of Lydia Spencer and with Lydia Spencer's authorization.

82. The application and the Schedule C stated that Lydia Spencer was a sole proprietor of a business, "Les Prints," that was established on January 1, 2016. The application stated that in 2020, the business had a gross income of $75,000. As part of the

application, a 2020 Schedule C was submitted listing gross receipts of $75,000 and a net profit of $48,750.

83. In fact, Les Prints did not have those gross receipts and profit in 2020. Additionally, Lydia Spencer never submitted the fraudulent Schedule C to the IRS.

84. Financial Institution 2 funded Lydia Spencer's PPP loan for $15,625 on or about April 30, 2021.

85. Between on or about May 3, 2021, and on or about May 17, 2021, Lydia Spencer, within the Southern District of West Virginia, remitted $3,000 of the fraudulent PPP loan proceeds to defendant KISHA SUTTON. Lydia Spencer spent the remainder of the PPP loan proceeds on personal, ineligible expenses.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT TEN

86. The allegations set forth in paragraphs 1 through 28 and 78 through 85 are hereby realleged and incorporated herein.

87. Between no later than on or about April 8, 2021, and continuing until at least on or about June 21, 2021, defendant KISHA SUTTON and Lydia Spencer, named but not indicted, aided and abetted by each other, knowingly executed and attempted to execute the above-mentioned scheme.

88. On or about April 8, 2021, KISHA SUTTON caused the submission of a PPP loan application and a Schedule C to Financial Institution 1 on behalf of Lydia Spencer and with Lydia Spencer's authorization.

89. The application and the Schedule C stated that Lydia Spencer was a sole proprietor of a business, "Les Prints," that was established on January 1, 2016. The application stated that in 2020, the business had a gross income of $75,000. As part of the application, a 2020 Schedule C was submitted listing gross receipts of $75,000 and a net profit of $48,750.

90. In fact, Les Prints did not have those gross receipts and profit in 2020. Additionally, Lydia Spencer never submitted the fraudulent Schedule C to the IRS.

91. Financial Institution 1 funded Lydia Spencer's PPP loan for $15,625 on or about June 21, 2021.

92. On or about June 21, 2021, Lydia Spencer, within the Southern District of West Virginia, remitted $1,000 of the fraudulent PPP loan proceeds to defendant KISHA SUTTON. Lydia Spencer spent the remainder of the PPP loan proceeds on personal, ineligible expenses.

In violation of Title 18, United States Code, Sections 1344 and 2.

FORFEITURE

1. The allegations contained in Counts 1 through 10 of this Superseding Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. §§ 981(a)(1)(C) and 982(a)(2), and 28 U.S.C. 2461(c).

2. Pursuant to 18 U.S.C. §§ 981 (a)(1)(C), 982(a)(2), 28 U.S.C. § 2461(c) and Rule 32.2 of the Federal Rules of Criminal Procedure, upon conviction of the offenses in violation of 18 U.S.C. § 1349, as set forth in Count 1 of this Superseding Indictment, or violation of 18 U.S.C. §§ 1344 and 2, as set forth in Counts 2 through 10 of this Superseding Indictment, any defendant so convicted shall forfeit to the United States of America any property constituting, or derived from, proceeds obtained, directly or indirectly, as a result of such violation(s).

4. The property to be forfeited includes, but is not limited to:

a. a money judgment in at least the amount of $19,650, such amount constituting the proceeds of violations set forth in this Superseding Indictment regarding KISHA SUTTON;

b. a money judgment in at least the amount of $12,625, such amount constituting the proceeds of violations set forth in this Superseding Indictment regarding SHAMIESE WRIGHT;

c. a money judgment in at least the amount of $28,750, such amount constituting the proceeds of violations set forth in this Superseding Indictment regarding CYLENA SUTTON;

d. a money judgment in at least the amount of $13,975, such amount constituting the proceeds of violations set forth in this Superseding Indictment regarding RAHMEL MEEKINS;

e. a money judgment in at least the amount of $13,625, such amount constituting the proceeds of violations set forth in this Superseding Indictment regarding WILLIAM POWELL;

f. a money judgment in at least the amount of $12,125, such amount constituting the proceeds of violations set forth in this Superseding Indictment regarding DAMISHA BROWN; and

g. a money judgment in at least the amount of $12,625, such amount constituting the proceeds of violations set forth in this Superseding Indictment regarding JASMINE SPENCER.

5. If any of the property described above, as a result of any act or omission of the defendant:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).

All pursuant to Title 18, United States Code, Sections 981 (a)(1)(C), 982(a)(2) and Title 28, United States Code, Section 2461(c).

WILLIAM S. THOMPSON
United States Attorney

By: Holly J. Wilson
Holly J. Wilson
Assistant United States Attorney