United States Department of Justice

United States Attorney
Southern District of West Virginia

Robert C. Byrd United States Courthouse
300 Virginia Street, East
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Charleston, WV 25301

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FILED
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RORY L. PERRY II, CLERK
U.S. District Court
Southern District of West Virginia

September 22, 2022

Rachel Zimarowski, Esq.
Assistant Federal Public Defender
300 Virginia Street E., Room 3400
Charleston, WV 25301

Re: United States v. Tiffany Bowlin
Criminal No. 2:22-cr-00205 (USDC SDWV)

Dear Ms. Zimarowski:

This will confirm our conversations with regard to your client, Tiffany Bowlin (hereinafter "Ms. Bowlin"). As a result of these conversations, it is agreed by and between the United States and Ms. Bowlin as follows:

1. **CHARGING AGREEMENT.** Ms. Bowlin agrees to waive her right pursuant to Rule 7 of the Federal Rules of Criminal Procedure to be charged by indictment and will consent to the filing of a one-count information to be filed in the United States District Court for the Southern District of West Virginia, a copy of which is attached hereto as "Plea Agreement Exhibit A."

2. **RESOLUTION OF CHARGES.** Ms. Bowlin will plead guilty to the single-count information which charges a violation of 18 U.S.C. § 1343 (Wire Fraud).

3. **MAXIMUM POTENTIAL PENALTY.** The maximum penalty to which Ms. Bowlin will be exposed by virtue of this guilty plea is as follows:

(a) Imprisonment for a period of 20 years;

(b) A fine of $250,000, or twice the gross pecuniary gain or twice the gross pecuniary loss resulting from

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defendant's conduct, whichever is greater;

(c) A term of supervised release of 3 years;

(d) A mandatory special assessment of $100 pursuant to 18 U.S.C. § 3013; and

(e) An order of restitution pursuant to 18 U.S.C. §§ 3663 and 3664, or as otherwise set forth in this plea agreement.

4. **SPECIAL ASSESSMENT.** Prior to the entry of a plea pursuant to this plea agreement, Ms. Bowlin will tender a check or money order to the Clerk of the United States District Court for $100, which check or money order shall indicate on its face the name of defendant and the case number. The sum received by the Clerk will be applied toward the special assessment imposed by the Court at sentencing. Ms. Bowlin will obtain a receipt of payment from the Clerk and will tender a copy of such receipt to the United States, to be filed with the Court as an attachment to this plea agreement. If Ms. Bowlin fails to provide proof of payment of the special assessment prior to or at the plea proceeding, the United States will have the right to void this plea agreement. In the event this plea agreement becomes void after payment of the special assessment, such sum shall be promptly returned to Ms. Bowlin.

5. **RESTITUTION.** Notwithstanding the offense of conviction, Ms. Bowlin agrees that she owes restitution in the amount of $20,833.00 and agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Ms. Bowlin further agrees as follows:

(a) Ms. Bowlin agrees to fully assist the United States in identifying and locating any assets to be applied toward restitution and to give signed, sworn statements and testimony concerning assets upon request of the United States.

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(b) Ms. Bowlin will fully complete and execute, under oath, a Financial Statement and a Release of Financial Information on forms supplied by the United States and will return these completed forms to counsel for the United States within seven calendar days from the date of the signing of this plea agreement.

(c) Ms. Bowlin agrees not to dispose of, transfer or otherwise encumber any real or personal property which she currently owns or in which she holds an interest, including:

(d) Ms. Bowlin agrees to fully cooperate with the United States in the liquidation of assets to be applied towards restitution, to execute any and all documents necessary to transfer title of any assets available to satisfy restitution, to release any and all right, title and interest she may have in and to such property, and waives her right to exemptions under the Federal Debt Collection Procedures Act upon levy against and the sale of any such property.

6. **FORFEITURE**. Ms. Bowlin hereby agrees as follows:

(a) To forfeit to the United States any and all property in Ms. Bowlin's possession or under her control which constitutes proceeds of or is derived from the proceeds of the offense to which Ms. Bowlin is agreeing to plead guilty, and is set forth in this information, namely a violation of 18 U.S.C. § 1343. Ms. Bowlin further agrees not to contest a forfeiture money judgment in the amount of $20,833.00, which amount constitutes the proceeds of the violation set forth in the attached information;

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(b) To assist the United States and its agents in identifying all such property, regardless of its location and the manner in which it is titled. Any such identified property deemed forfeitable by the United States will then be forfeited, pursuant to 18 U.S.C. §§ 981, 982 or 28 U.S.C. § 2461, in either an administrative or judicial forfeiture action;

(c) To fully complete and execute, under oath, a Financial Affidavit in a form supplied by the United States and to return to counsel for the United States the completed Affidavit within seven calendar days from the date of signing this plea agreement;

(d) To provide sworn testimony and to execute any documents deemed necessary by the United States to effectuate the forfeiture and to transfer title to the said property to the United States; and

(e) To waive any defenses to this criminal action, or to any related administrative or judicial forfeiture action, based in whole or in part on the Excessive Fines Clause of the Eighth Amendment to the Constitution, or the holding or principles set forth in United States v. Alexander, 509 U.S. 544 (1993); United States v. Bajakajian, 524 U.S. 321 (1998); United States v. Austin, 509 U.S. 602 (1993); and their progeny.

7. **PAYMENT OF MONETARY PENALTIES.** Ms. Bowlin authorizes the Financial Litigation Program in the United States Attorney's Office to obtain a credit report from any major credit reporting agency prior to sentencing in order to assess her financial condition for sentencing purposes. Ms. Bowlin agrees not to object to the District Court ordering all monetary penalties (including the special assessment, fine, court costs, and any restitution that does not exceed the amount set forth in this plea agreement) to be due and payable in full immediately and subject to immediate enforcement by the United States. So long as the monetary penalties are ordered to be due and payable in full immediately, Ms. Bowlin further agrees not to object to the

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District Court imposing any schedule of payments as merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment.

Ms. Bowlin authorizes the United States, through the Financial Litigation Program, to submit any unpaid criminal monetary penalty to the United States Treasury for offset in accordance with the Treasury Offset Program, regardless of the defendant's payment status or history at that time.

In addition to any payment ordered by the Court, Ms. Bowlin shall pay all monies received from any source other than earned income, including but not limited to, lottery winnings, gambling proceeds, judgments, inheritances, and tax refunds, toward the court ordered restitution or fine.

Ms. Bowlin agrees that if she retains counsel or has appointed counsel in response to the United States' efforts to collect any monetary penalty, she shall immediately notify the United States Attorney's Office, Attention: Financial Litigation Program, 300 Virginia Street E., Suite 4000, Charleston, West Virginia 25301, in writing and shall instruct her attorney to notify FLP immediately of her representation.

8. **COOPERATION.** Ms. Bowlin will be forthright and truthful with this office and other law enforcement agencies with regard to all inquiries made pursuant to this agreement, and will give signed, sworn statements and grand jury and trial testimony upon request of the United States. In complying with this provision, Ms. Bowlin may have counsel present except when appearing before a grand jury. Further, Ms. Bowlin agrees to be named as an unindicted co-conspirator and unindicted aider and abettor, as appropriate, in subsequent indictments or informations.

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9. **USE IMMUNITY.** Unless this agreement becomes void due to a violation of any of its terms by Ms. Bowlin, and except as expressly provided for in paragraph 11 below, nothing contained in any statement or testimony provided by her pursuant to this agreement, or any evidence developed therefrom, will be used against her, directly or indirectly, in any further criminal prosecutions or in determining the applicable guideline range under the Federal Sentencing Guidelines.

10. **LIMITATIONS ON IMMUNITY.** Nothing contained in this agreement restricts the use of information obtained by the United States from an independent, legitimate source, separate and apart from any information and testimony provided pursuant to this agreement, in determining the applicable guideline range or in prosecuting Ms. Bowlin for any violations of federal or state laws. The United States reserves the right to prosecute Ms. Bowlin for perjury or false statement if such a situation should occur pursuant to this agreement.

11. **STIPULATION OF FACTS AND WAIVER OF FED. R. EVID. 410.** The United States and Ms. Bowlin stipulate and agree that the facts comprising the offense of conviction and relevant conduct include the facts outlined in the "Stipulation of Facts;" however, the "Stipulation of Facts" does not include all of facts as to the offense or relevant conduct. A copy of the "Stipulation of Facts," is attached hereto as "Plea Agreement Exhibit B."

Ms. Bowlin agrees that if she withdraws from this agreement, or this agreement is voided as a result of a breach of its terms by her, and she is subsequently tried for her violation of 18 U.S.C. § 1343 as alleged in the information and other relevant conduct, as more specifically described in the Stipulation of Facts, the United States may use and introduce the Stipulation of Facts in the United States case-in-chief, in cross-examination of Ms. Bowlin or of any of her witnesses, or in rebuttal of any testimony introduced by her or on her behalf. Ms. Bowlin knowingly and voluntarily waives, see United States v. Mezzanatto, 513 U.S. 196 (1995), any right she has pursuant to Fed. R. Evid. 410 that would prohibit such use of the Stipulation of Facts. If the Court does not accept the plea agreement through no fault of the

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defendant, or the Court declares the agreement void due to a breach of its terms by the United States, the Stipulation of Facts cannot be used by the United States.

The United States and Ms. Bowlin understand and acknowledge that the Court is not bound by the Stipulation of Facts and that if some or all of the Stipulation of Facts is not accepted by the Court, the parties will not have the right to withdraw from the plea agreement.

12. **AGREEMENT ON SENTENCING GUIDELINES.** Based on the foregoing Stipulation of Facts, the United States and Ms. Bowlin agree that the following provisions of the United States Sentencing Guidelines apply to this case.

USSG §2B1.1

Base offense level (§ 2B1.1(a)(2))		7
Loss greater than $15,000, less than $40,000 (§ 2B1.1(b)(1)(C))	+	4
Adjusted offense level		11

The United States and Ms. Bowlin acknowledge and understand that the Court and the Probation Office are not bound by the parties' calculation of the United States Sentencing Guidelines set forth above and that the parties shall not have the right to withdraw from the plea agreement due to a disagreement with the Court's calculation of the appropriate guideline range.

13. **WAIVER OF APPEAL AND COLLATERAL ATTACK.** Ms. Bowlin knowingly and voluntarily waives her right to seek appellate review of her conviction and of any sentence of imprisonment, fine, or term of supervised release imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742. Ms. Bowlin also knowingly and voluntarily waives any right to seek appellate review of any claim or argument that (1) the statute of

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conviction (18 U.S.C. § 1343) is unconstitutional, and (2) that Ms. Bowlin's conduct set forth in the Stipulation of Facts (Plea Agreement Exhibit B) does not fall within the scope of 18 U.S.C. § 1343. Ms. Bowlin may appeal the following:

(a) a sentence that exceeds the maximum penalty prescribed by statute; and

(b) a decision by the District Court, pursuant to the Sentencing Guidelines or 18 U.S.C. § 3553(a), to make an "upward departure" or "upward variance" from the total offense level calculated by the District Court or the guideline range corresponding to that level.

The United States also waives its right to seek appellate review of any sentence of imprisonment or fine imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742, except:

(a) a sentence that is below the minimum penalty, if any, prescribed by statute; and

(b) a decision by the District Court, pursuant to the Sentencing Guidelines or 18 U.S.C. § 3553(a), to make a "downward departure" or "downward variance" from the total offense level calculated by the District Court or the guideline range corresponding to that level.

Ms. Bowlin also knowingly and voluntarily waives the right to challenge her guilty plea and conviction resulting from this plea agreement, and any sentence imposed for the conviction, in any collateral attack, including but not limited to a motion brought under 28 U.S.C. § 2255.

The waivers noted above shall not apply to a post-conviction collateral attack or direct appeal based on a claim of ineffective assistance of counsel.

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14. **WAIVER OF FOIA AND PRIVACY RIGHT.** Ms. Bowlin knowingly and voluntarily waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without any limitation any records that may be sought under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, following final disposition.

15. **FINAL DISPOSITION.** The matter of sentencing is within the sole discretion of the Court. The United States has made no representations or promises as to a specific sentence. The United States reserves the right to:

(a) Inform the Probation Office and the Court of all relevant facts and conduct;

(b) Present evidence and argument relevant to the factors enumerated in 18 U.S.C. § 3553(a);

(c) Respond to questions raised by the Court;

(d) Correct inaccuracies or inadequacies in the presentence report;

(e) Respond to statements made to the Court by or on behalf of Ms. Bowlin;

(f) Advise the Court concerning the nature and extent of Ms. Bowlin's cooperation; and

(g) Address the Court regarding the issue of Ms. Bowlin's acceptance of responsibility.

16. **VOIDING OF AGREEMENT.** If either the United States or Ms. Bowlin violates the terms of this agreement, the other party will have the right to void this agreement. If the Court refuses to accept this agreement, it shall be void.

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17. **ENTIRETY OF AGREEMENT.** This written agreement constitutes the entire agreement between the United States and Ms. Bowlin in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Ms. Bowlin in any Court other than the United States District Court for the Southern District of West Virginia.

Acknowledged and agreed to on behalf of the United States:

WILLIAM S. THOMPSON
United States Attorney

By:

M. RYAN BLACKWELL
Assistant United States Attorney

MRB/tlm

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I hereby acknowledge by my initials at the bottom of each of the foregoing pages and by my signature on the last page of this 11-page agreement that I have read and carefully discussed every part of it with my attorney, that I understand the terms of this agreement, and that I voluntarily agree to those terms and conditions set forth in the agreement. I further acknowledge that my attorney has advised me of my rights, possible defenses, the Sentencing Guideline provisions, and the consequences of entering into this agreement, that no promises or inducements have been made to me other than those in this agreement, and that no one has threatened me or forced me in any way to enter into this agreement. Finally, I am satisfied with the representation of my attorney in this matter.

Tiffany Bowlin
Tiffany Bowlin
Defendant

10-21-22
Date Signed

Rachel
Rachal Zimarowski, Esq.
Counsel for Defendant

10-21-22
Date Signed

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v. CRIMINAL NO. 2:22-cr-00205
18 U.S.C. § 1343

TIFFANY BOWLIN

I N F O R M A T I O N

The United States Attorney Charges:

INTRODUCTION

At all times material to this Information:

1. The Coronavirus Aid, Relief, and Economic Security ("CARES") Act was a federal law enacted in or about March 2020, designed to provide emergency financial assistance to the millions who suffered economic effects caused by the COVID-19 pandemic.

2. Among other relief efforts, the United States sought to provide financial support to eligible businesses that could be used to offset certain business expenses.

3. The Small Business Administration ("SBA") was an executive branch agency of the United States government that provided support to entrepreneurs and small businesses. The SBA was headquartered in Washington, D.C., and maintained its computer servers outside of the State of West Virginia. The SBA's mission was to maintain and strengthen the nation's economy by enabling

the establishment and viability of small businesses and by assisting in the economic recovery of communities after disasters.

4. As part of this effort, the SBA enabled and provided for loans through banks, credit unions, and other lenders. These loans had government-backed guarantees.

5. 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"). In or around April 2020, Congress authorized over $300 billion in additional PPP funding.

6. To obtain a PPP loan, a qualifying business had to submit a PPP loan application signed by an authorized representative of the business. The PPP loan application required the business (through its authorized representative) to acknowledge the program rules and make certain affirmative certifications to be eligible to obtain the PPP loan. In the PPP loan application, the small business (through its authorized representative) had to state, among other things, its: (a) average monthly payroll expenses; and (b) number of employees. These figures were then used to calculate the amount of money the small business was eligible to receive under the PPP. In addition, a business applying for a PPP loan had to provide documentation showing its payroll expenses.

7. A PPP loan application had to be processed by a participating lender, such as a financial institution. If a PPP loan was approved, the participating lender would fund the PPP loan using its own monies, which were 100% guaranteed by the SBA. Data from the application, including the information about the borrower, the total amount of the loan, and the listed number of employees, was transmitted by the lender to the SBA in the course of processing the loan.

8. The PPP loan proceeds were required to be used by the business on certain permissible expenses, such as payroll costs, interest on mortgages, rent, and utilities. The PPP allowed the interest and principal of the PPP loan to be entirely forgiven if the business spent the loan proceeds on these expense items within a designated period of time and used a certain percentage of the PPP loan proceeds on payroll expenses.

BACKGROUND

9. A company known to the Grand Jury (the "Tech Company") was a technology company that developed an online portal for prospective PPP loan applicants to submit their PPP loan application online. The Tech Company received PPP applications and supporting documentation online utilizing third-party servers located in the State of Kansas.

10. The Tech Company reviewed PPP applications and determined on a case-by-case basis whether a PPP loan should be granted. If a PPP loan application met the criteria for approval, the Tech Company sent, and caused to be sent, the PPP loan application to the SBA and a prospective third-party lender.

11. A lending institution known to the Grand Jury (the "Lender") was a non-bank finance company headquartered in California and was an SBA approved lender authorized to make loans as part of the PPP.

12. The Lender authorized funding of approved PPP loans through automatic clearing house ("ACH") transfers directly to the approved applicant's bank account. The Lender utilized a bank headquartered in State of California to initiate ACH transfers.

13. Defendant TIFFANY BOWLIN was a resident of Charleston, Kanawha County, West Virginia, within the Southern District of West Virginia. She claimed to own, as the sole proprietor, a business called "Tiffany Bowlin" with a business address in Charleston, Kanawha County, West Virginia.

THE SCHEME TO DEFRAUD

14. From on or about April 27, 2021, through on or about March 9, 2022, at or near Charleston, Kanawha County, West Virginia, and within the Southern District of West Virginia,

defendant TIFFANY BOWLIN, acting with the intent to defraud, did knowingly devise and intend to devise a scheme and artifice to obtain money and property from the SBA and the Lender, in connection with an application for PPP funds, by means of materially false and fraudulent pretenses, representations, and promises, with the intent to defraud and with knowledge of the scheme's fraudulent nature.

15. It was the purpose of the scheme to defraud for defendant TIFFANY BOWLIN to unjustly enrich herself by fraudulently obtaining loan proceeds through the PPP.

MANNER AND MEANS OF THE SCHEME

16. It was part of the scheme that in early 2021 defendant TIFFANY BOWLIN prepared, and caused to be prepared, a fraudulent PPP loan application (the "Fraudulent PPP Loan Application"). The Fraudulent PPP Loan Application included multiple materially false and fraudulent representations and pretenses, such as:

a. The Fraudulent PPP Loan Application falsely claimed that defendant TIFFANY BOWLIN operated a hair salon as a sole proprietorship under the name Tiffany Bowlin.

b. The Fraudulent PPP Loan Application falsely represented that Tiffany Bowlin received $106,600 in gross income in 2020.

c. The Fraudulent PPP Application falsely stated that Tiffany Bowlin was established in 2019, and in operation on February 15, 2020.

d. The Fraudulent PPP Loan Application included a false IRS Form 1040, Schedule C for the Profit or Loss from a Business ("Form 1040"), for the year 2020. The Form 1040 again falsely stated that Tiffany Bowlin had earned $106,600 in 2020.

e. The Fraudulent PPP Loan Application fraudulently affirmed the truth of the statements made in the application.

17. In furtherance of the scheme, on or about April 27, 2021, defendant TIFFANY BOWLIN submitted and caused to be submitted the Fraudulent PPP Loan Application utilizing the Tech Company's online portal. Defendant TIFFANY BOWLIN did this despite knowing the Fraudulent PPP Loan Application was false in material respects and that she was not entitled to a PPP loan.

18. It was part of the scheme that on or about April 29, 2021, after the PPP loan was provisionally approved, defendant TIFFANY BOWLIN electronically signed and submitted, and caused to be electronically signed and submitted, a note to the SBA as the owner of the purported hair salon, even though she knew that she

did not own a hair salon and that the submitted Fraudulent PPP Loan Application contained information that was materially false.

19. In furtherance of the scheme, on or about May 13, 2021, defendant TIFFANY BOWLIN received a $20,833 PPP loan deposited into her personal bank account through an ACH transfer authorized by the Lender and guaranteed by the SBA.

20. It was part of the scheme that defendant TIFFANY BOWLIN used the fraudulently obtained funds to benefit herself personally and not to pay legitimate business expenses.

21. In furtherance of the scheme, on or about March 2, 2022, defendant TIFFANY BOWLIN submitted and caused to be submitted an online application to have the $20,833 PPP loan that she received forgiven. In doing so, defendant TIFFANY BOWLIN certified the $20,833 PPP loan was used on permissible business expenses as required by the terms of the PPP loan, even though she knew this to be false.

22. The SBA forgave defendant TIFFANY BOWLIN's PPP loan on or about March 9, 2022.

23. In this manner, from on or about April 27, 2021, through on or about March 9, 2022, defendant TIFFANY BOWLIN defrauded the SBA and the Lender out of approximately $20,833.

WIRE TRANSMISSION TO EXECUTE THE SCHEME TO DEFRAUD

24. On or about April 27, 2021, at or near Charleston, Kanawha County, West Virginia, and within the Southern District of West Virginia and elsewhere, defendant TIFFANY BOWLIN having devised and intending to devise the above-described scheme and artifice to defraud the SBA and the Lender, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, did knowingly transmit and caused to be transmitted by means of wire and radio communications in interstate commerce any writings, signs, signals, pictures, and sounds, that is an interstate wire signal originating from the Southern District of West Virginia sent to Kansas constituting the Fraudulent PPP Loan Application.

All in violation of Title 18, United States Code, Section 1343.

NOTICE OF FORFEITURE

1. The allegations contained in this Information are hereby re-alleged and incorporated by reference for the purpose of giving notice of forfeiture pursuant to 18 U.S.C. §§ 981, 982 and 28 U.S.C. § 2461(c).

2. Notice is hereby given of 18 U.S.C. §§ 981, 982 and 28 U.S.C. § 2461(c). Under Section 2461(c), criminal forfeiture is applicable to any offenses for which forfeiture is authorized by any other statute, including, but not limited to 18 U.S.C. §§ 981, 982 and all specified unlawful activities listed or referenced in 18 U.S.C. § 1956(c)(7), which are incorporated as to proceeds by Section 981(a)(1)(C).

The following property is subject to forfeiture in accordance with Section 982 and/or 2461(c):

a. All property which constitutes or is derived from proceeds of the violations set forth in this Information;

b. All property involved in such violations or traceable to property involved in such violations; and

c. If, as set forth in 21 U.S.C. § 853(p), any property described in (a) or (b) cannot be located upon the exercise of due diligence, has been transferred or sold to, or deposited with, a third party, has been placed beyond the jurisdiction of the court, has been substantially diminished in value, or has been commingled with other property which cannot be divided without difficulty, all other property of the defendant's to the extent of the value of the property described in (a) and (b).

The following property is subject to forfeiture on one or more grounds stated above: a forfeiture money judgment in the amount of approximately $20,833, such amount constituting the proceeds of the violations set forth in this Information.

UNITED STATES OF AMERICA

WILLIAM S. THOMPSON
United States Attorney

By: M. R. B.

M. RYAN BLACKWELL
Assistant United States Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v. CRIMINAL NO. 2:22-cr-00205

TIFFANY BOWLIN

STIPULATION OF FACTS

The United States and Tiffany Bowlin (hereinafter, "defendant" or "I" or "my") stipulate and agree that the facts comprising the offense of conviction in the single-count Information filed with the plea agreement in the Southern District of West Virginia and the relevant conduct for that offense,[1] include the facts written below.

Coronavirus Relief Background

The Coronavirus Aid, Relief, and Economic Security ("CARES") Act was a federal law enacted in or around March 2020 designed to provide emergency financial assistance to the millions of Americans who were suffering the economic effects caused by the COVID-19 pandemic. The CARES Act authorized the Small Business Administration ("SBA") to provide forgivable loans to small businesses for job retention and certain other expenses, through a program referred to as the Paycheck Protection Program ("PPP").

The PPP allowed qualifying small businesses and other organizations to receive PPP loans. Businesses were required to use PPP loan proceeds to cover payroll costs, interest on mortgages, rent and utilities. The PPP allowed interest and principal on the PPP loans to be entirely forgiven if the businesses spent the loan proceeds to cover these expenses within a designated time and used a certain specified percentage of the PPP loan proceeds on payroll expenses.

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[1] This Stipulation of Facts does not contain every fact known to Ms. Bowlin and to the United States concerning her involvement or the involvement of others in the charge set forth in the Information and her relevant conduct.

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To obtain a PPP loan, a qualifying business was required to submit a PPP loan application. The PPP loan application required the small business (through its authorized representative) to acknowledge the program rules and make affirmative certifications that the small business was eligible to obtain the PPP loan. In addition, businesses applying for a PPP loan were required to provide documentation showing their prior gross income from either 2019 or 2020. Applicants also had to certify that the small business was in operation on February 15, 2020.

A company (the "Tech Company") developed an online portal for prospective PPP loan applicants to submit their PPP loan application online. The Tech Company received PPP applications and supporting documentation online utilizing a third-party's servers located in the State of Kansas.

The Tech Company reviewed PPP applications and determined on a case-by-case basis whether a PPP loan should be granted. If a PPP loan application met the criteria for approval, the Tech Company sent, and caused to be sent, the PPP loan application to the SBA and a prospective third-party lender. If a PPP loan application was approved, the participating lender funded the PPP loan using its own monies, which were 100% guaranteed by the SBA.

A commercial lending institution (the "Lender") was a non-bank finance company headquartered in California and was an SBA approved lender authorized to receive and process PPP applications and supporting documentation, and then make loans as part of the PPP.

Defendant's Factual Basis for Plea

From April 27, 2021, to March 9, 2022, I knowingly defrauded and obtained money from the SBA and the Lender. I applied for a PPP loan for a purported sole proprietorship which I falsely stated was a hair salon operating under the business name of "Tiffany Bowlin." However, Tiffany Bowlin was not a legitimate business, and had not engaged in substantial business activity on or before February 15, 2020.

On April 27, 2021, from my residence in Charleston, Kanawha County, West Virginia, I electronically signed and submitted my PPP application on behalf of Tiffany Bowlin for a PPP loan in the amount of $20,833. As part of the PPP application, I falsely represented that Tiffany Bowlin received $106,600 in gross income

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in 2020. I also falsely stated that Tiffany Bowlin was established in 2019 and in operation on February 15, 2020. I submitted a false IRS Form 1040, Schedule C for the Profit or Loss from a Business ("Form 1040") for the year 2020 with my PPP application. The Form 1040 also falsely stated that Tiffany Bowlin earned $106,600 in gross income during 2020.

I submitted my PPP loan application electronically using the Tech Company, which caused my application to be uploaded to servers in Kansas. My PPP loan application was reviewed and approved.

On May 13, 2021, I received $20,833 via ACH transfer from the Lender located in California into my personal bank account. I used the fraudulently obtained money to benefit myself personally and not for authorized business expenses. On March 2, 2022, I applied to have the PPP loan forgiven even though I had not spent the loan proceeds on permissible business expenses. The PPP loan that I obtained was forgiven by the SBA on or about March 9, 2022.

The United States and I stipulate and agree that I received at least $20,833 in PPP funds from my wire fraud scheme. The United States and I also agree that Charleston, Kanawha County, West Virginia, is located within the Southern District of West Virginia.

Stipulated and agreed to:

Tiffany Bowlin
Tiffany Bowlin
Defendant

10-21-22
Date

Rachel Zimarowski, Esq.
Counsel for Defendant

1-21-22
Date

M. Ryan Blackwell
Assistant United States Attorney

2/1/23
Date

PLEA AGREEMENT EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA

Charleston DIVISION

USA

V.

Tiffany Bowlin

CASE NO. 2:22-CR-00205

RECEIPT

Receipt is hereby acknowledged of the sum of $ 100.00 to be applied to:

DATE: 2/1/2023

RORY L. PERRY II
Clerk of Court

By: Quetta Smith
Deputy Clerk

SEND ORIGINAL RECEIPT TO ADDRESS BELOW:

1042 6th Street
Charleston, WV 25302