FILED IN OPEN COURT
6.2.2025
CLERK, U. S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE, FLORIDA

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 3:24-cr-190-WWB-SJH

CARNISHA MAURICA ROGERS

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Gregory W. Kehoe, United States Attorney for the Middle District of Florida, and the defendant, Carnisha Maurica Rogers, and the attorney for the defendant, Robert Calvin Rivers, Esq., mutually agree as follows:

A. Particularized Terms

1. Counts Pleading To

The defendant shall enter a plea of guilty to Counts One, Six, and Eight of the Indictment. Count One charges the defendant with conspiracy to commit wire fraud, in violation of 18 U.S.C. § 1349. Count Six charges the defendant with false representation of a Social Security number, in violation of 42 U.S.C. § 408(a)(7)(B). Count Eight charges the defendant with wire fraud, in violation of 18 U.S.C. § 1343.

2. Maximum Penalties

Count One carries a maximum sentence of up to 20 years of imprisonment, a fine of up to $250,000, or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, or both, a term of supervised release of up to 3 years, and a special assessment of $100. A violation of the terms and conditions of supervised release carries a maximum sentence of up to 2 years of imprisonment, as well as the possibility of an additional term of supervised release. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offenses or to the community.

Count Six carries a maximum sentence of up to 5 years of imprisonment, a fine of up to $250,000, or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, or both, a term of supervised release of up to 3 years, and a special assessment of $100. A violation of the terms and conditions of supervised release carries a maximum sentence of up to 2 years of imprisonment, as well as the possibility of an additional term of supervised release. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offenses or to the community.

Count Eight carries a maximum sentence of up to 20 years imprisonment, a fine of up to $250,000, or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, or both, a term of supervised release of up to 3 years, and a special assessment of $100. A violation of the terms and conditions of supervised release carries a maximum sentence of up to 2 years of imprisonment, as well as the possibility of an additional term of supervised release. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offenses or to the community.

The cumulative maximum penalties for Counts One, Six, and Eight are up to 45 years of imprisonment, fines of up to $750,000, or twice the gross gain caused by the offenses, or twice the gross loss caused by the offenses, whichever is greater, or both, a term of supervised release of up to 3 years, and $300 in special assessments. A violation of the terms and conditions of supervised release carries a maximum sentence of up to 6 years of imprisonment, as well as the possibility of an additional term of supervised release. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offenses or to the community.

3. Elements of the Offenses

The defendant acknowledges understanding the nature and elements of the offenses with which defendant has been charged and to which defendant is pleading guilty.

Count One

First: 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

Second: the defendant knew the unlawful purpose of the plan and willfully joined in it.

Count Six

First: the defendant knowingly represented to someone that the Social Security number described in the Indictment had been assigned to the defendant by the Commissioner of Social Security;

Second: at the time, the Social Security number had not been assigned to the defendant; and

Third: the defendant made such representation willfully and with the intent to deceive, for the purpose as charged in the Indictment.

Count Eight

First: the defendant knowingly devised or participated in a scheme to defraud to obtain money or property by using false or fraudulent pretenses, representations, or promises;

Second: the false pretenses, representations, or promises were about a material fact;

Third: the defendant acted with the intent to defraud; and

Fourth: the defendant transmitted or caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Count Two through Five and Seven, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A). However, the defendant understands that the conduct giving rise to the charges set forth in Counts Two through Five and Seven may be considered relevant conduct by the Probation Office and the Court in determining the defendant's sentence under the Sentencing Guidelines and under 18 U.S.C. § 3553.

5. Mandatory Restitution

Pursuant to 18 U.S.C. § 3663A(a) and (b), the defendant agrees to make full restitution to any victims.

6. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG § 3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise. The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

7. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant or defendant's nominees.

The assets to be forfeited specifically include, but are not limited to, the $20,832 in proceeds the defendant admits she obtained, as the result of the commission of the wire fraud offense charged in Count Eight, to which the defendant is pleading guilty. The defendant acknowledges and agrees that: (1) the defendant obtained this amount as a result of the commission of the offense charged in Count Eight, and (2) as a result of the acts and omissions of the defendant, the proceeds have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence. Therefore, the defendant agrees that, pursuant to 21 U.S.C. § 853(p), the United States is entitled to forfeit any other property of the defendant (substitute assets), up to the amount of proceeds the defendant obtained, as the result of the offense(s) of conviction. The defendant further consents to, and agrees not to oppose, any motion for substitute assets filed by the United States up to the amount of proceeds obtained from commission of the offense(s) and consents to the entry of the forfeiture order into the Treasury Offset Program. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

The defendant additionally agrees that since the criminal proceeds have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence, the preliminary and final orders of forfeiture should authorize the United States Attorney's Office to conduct discovery (including depositions, interrogatories, requests for production of documents, and the issuance of subpoenas), pursuant to Rule 32.2(b)(3) of the Federal Rules of Criminal Procedure, to help identify, locate, and forfeit substitute assets.

The defendant also agrees to waive all constitutional, statutory, and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all substitute assets and to transfer custody of such assets to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to any substitute assets before the defendant's sentencing. In addition to providing full and complete information about substitute assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including the forfeiture of any substitute assets, is final.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that her financial statement and disclosures will be complete, accurate and truthful and will include all assets in which she has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party.

The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. <u>Sentencing Recommendations</u>

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the

United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

13. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 7th day of ~~April,~~ May 2025.

GREGORY W. KEHOE
United States Attorney

CARNISHA MAURICA ROGERS
Defendant

KEVIN C. FREIN
Assistant United States Attorney

ROBERT C. RIVERS, ESQ.
Attorney for Defendant

MICHAEL J. COOLICAN
Assistant United States Attorney
Deputy Chief, Jacksonville Division

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 3:24-cr-190-WWB-SJH

CARNISHA MAURICA ROGERS

PERSONALIZATION OF ELEMENTS

Count One

1. Do you admit that from a date unknown, but from at least in or about November 2017, and continuing through and including in or about September 2019, in the Middle District of Florida, and elsewhere, that you, along with your co-conspirators, agreed to try to accomplish a common and unlawful plan, that is, to commit wire fraud as charged in Count One of the Indictment?

2. Do you admit that you knew the unlawful purpose of the plan and willfully joined in it?

Count Six

1. On or about September 9, 2019, in the Middle District of Florida, did you knowingly falsely represent to M.B. of Orange Park, that the Social Security number ending in 7130 had been assigned to you by the Commissioner of Social Security?

2. Do you admit that at that time the Social Security number ending in 7130 had not been assigned to you?

3. Do you admit that you made such representation willfully and with the intent to deceive, for the purpose of obtaining something of value and for other purposes, that is, the attempted purchase of a vehicle from M.B. of Orange Park?

Count Eight

1. Do you admit that from beginning on an unknown date, but from at least in or about April 2021, and continuing through at least in or about November 2021, in the Middle District of Florida, you knowingly devised and participated in a scheme to defraud to obtain money or property by using false pretenses, representations, and promises?

2. Do you admit that the false pretenses, representations, and promises were about a material fact?

3. Do you admit that you acted with an intent to defraud?

4. Do you admit that you caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud, that is, an Automated Clearing House (ACH) / wire transfer through the ACH network of proceeds from a fraudulent Paycheck Protection Program loan in the amount of $20,832.00 from Prestamos to your Fifth Third Bank account in Jacksonville, Florida?

UNITED STATES DISTRICT COURT
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CARNISHA MAURICA ROGERS

FACTUAL BASIS

Beginning on an unknown date, but not later than in or about November 2017, and continuing through and including at least September 2019, as part of a conspiracy to commit wire fraud, Carnisha Maurica Rogers (Rogers) and her co-conspirators fraudulently obtained the Social Security numbers (SSN) of genuine individuals. Rogers and others would recruit individuals to obtain lines of credit at various businesses, using the SSNs. Rogers and others would provide the recruited individuals with the names of businesses to contact online and/or over the phone to apply for a line of credit, using the SSNs. Rogers instructed conspirators to at times use their own personal identification information, combined with the stolen SSN when applying for a line of credit from a business. If an individual was successful in obtaining a line of credit from a business, Rogers and others instructed the individual to contact the business and among other things,

Defendant's Initials CR

increase the line of credit, change the address on the account, and/or add authorized users to the account.

After obtaining a line of credit, Rogers and others would use the line of credit to purchase merchandise and instruct conspirators to purchase merchandise. This conspiracy included Rogers assisting two conspirators with fraudulently obtaining a vehicle, using SSNs that did not belong to the two conspirators. Rogers also used fraudulently obtained SSNs in order to apply for lines of credit from businesses. Rogers and her conspirators would sometimes resell on Facebook the merchandise fraudulently purchased from businesses, using a conspirator's Facebook account under the name of Crystal Wistle. Among other businesses defrauded or attempted to be defrauded during the timeframe of the conspiracy were multiple furniture stores, Lowes, Sam's Club, Wal-Mart, Signet Jewelers and its companies to include Kay Jewelers and Jared who offered customers a line of credit underwritten by Synchrony Bank.

On or about September 9, 2019, Rogers and a conspirator entered the business of M.B. of Orange Park in the Middle District of Florida. Using her genuine personal identification information and a compromised SSN, Rogers applied as a co-applicant with a conspirator to purchase a vehicle. On the application for the purchase of the vehicle Rogers falsely represented to M.B. of Orange Park that the SSN ending in 7130 was her SSN. At the time of this false representation, Rogers knew that the SSN ending in 7130 was not her SSN. As part of the transaction, Rogers also falsely represented her employer and salary. M.B. of Orange Park declined the application to purchase a vehicle.

In 2023, U.S. Secret Service Special Agent (SA) Lomonaco began investigating a Small Business Administration (SBA) Paycheck Protection Program (PPP) loan for a purported business associated with Rogers. Rogers applied over the internet for the PPP loan. He determined that on or about May 25, 2021, Blue Acorn, a third party processor for PPP loan applications, received Rogers' signed PPP loan application, that is, an SBA Form 2483-C PPP Borrower Application Form (PPP loan application). Accompanying the PPP loan application was an image of Rogers' Florida driver license containing a photo of her and her personal identification information, as required by Blue Acorn. In the PPP loan application, Rogers falsely claimed that her purported business generated gross income of $109,575. She falsely certified among other things that her business was in operation on February 15, 2020, and that the funds would be used for authorized expenditures under the rules of the PPP. Rogers further falsely certified that her application and all supporting documentation she submitted were true and accurate. Accompanying the PPP loan application among other items was an IRS Form 1040, Schedule C, "Profit or Loss From Business" (Form 1040) filed by Rogers. On the Form 1040, Rogers falsely represented that she materially participated in 2020 in the business. She further falsely represented that her business generated gross income of $109,575, incurred advertising expenses of $2,992, office expenses of $959, travel expenses of $1,667, and other business expenses of $6,195, resulting in a net profit of $97,762.

After processing it, Blue Acorn forwarded Rogers' PPP loan application and accompanying Form 1040 to Prestamos Community Development Financial Institution (Prestamos). Prestamos was an SBA Participating Lender located in Arizona and authorized by the SBA to lend funds for approved PPP loan applications. As part of the PPP loan application process, Rogers signed and submitted on June 3, 2021, over the internet to Prestamos a "Business Purpose Statement SBA Paycheck Protection Program" document. In this document Rogers falsely represented that the proceeds of the PPP loan for $20,832 would only be used for business related purposes, as authorized by the U.S. SBA PPP. The documents signed by Rogers on June 3, 2021, and submitted to Prestamos in Arizona in support of her fraudulent PPP loan application were sent from Florida to one of Prestamos computers servers outside the state of Florida.

In reliance on the materially false statements and representations contained in the PPP loan application and accompanying Form 1040, Rogers' PPP loan application was approved. Borrowing off a line of credit from the Federal Reserve, Prestamos funded the PPP loan. On or about June 3, 2021, Prestamos through an Automated Clearing House (ACH) / wire transfer that traveled in interstate commerce through the ACH network deposited into Rogers' personal bank account at Fifth Third Bank $20,832, in PPP loan proceeds. Rogers subsequently used the fraudulently obtained loan proceeds for her own personal enrichment.

In October 2021, Rogers submitted a signed PPP loan forgiveness application, that is, an SBA Form 3508S - PPP Loan Forgiveness Application (PPP loan forgiveness application), that included multiple materially false and fraudulent representations. In the PPP loan forgiveness application Rogers certified among other things that the amount of the loan spent on payroll costs was $18,000 and that the PPP loan proceeds were only used for purposes eligible under the terms of the PPP. In reliance on the materially false statements contained in the PPP loan forgiveness application in November 2021, the SBA forgave the entire amount of the principal, plus interest on Rogers' PPP loan.

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