**_United States Department of Justice_**

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_Southern District of West Virginia_

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

April 2, 2025

David R. Bungard, FAFPD
Federal Public Defender's Office
300 Virginia Street, East. Room 3400
Charleston, WV 25301

Re: United States v. April Elick
Criminal No. 1:25-cr-00056 (USDC SDWV)

Dear Mr. Bungard:

This will confirm our conversations concerning your client, April Elick (hereinafter "Ms. Elick"). As a result of those conversations, it is agreed by and between the United States and Ms. Elick as follows:

1. **CHARGING AGREEMENT.** Ms. Elick 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 single-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. Elick will plead guilty to a violation of 18 U.S.C. § 641 (Theft of Government Money) as charged in said information.

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

(a) Imprisonment for a period of 10 years;

(b) A fine of $250,000.00, or twice the gross pecuniary gain or twice the gross pecuniary loss resulting from defendant's conduct, whichever is greater;

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

(d) A mandatory special assessment of $100.00 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. Elick will tender a check or money order to the Clerk of the United States District Court for $100.00, 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. Elick 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. Elick 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. Elick.

5. **RESTITUTION.** Notwithstanding the offense of conviction, Ms. Elick agrees that she owes restitution to the Small Business Administration in the amount of: $82,721.29, and restitution to Harvest Small Business Finance, LLC in the amount of $15,081.30 and agrees to pay such restitution totaling $97,802.59 (see Addendum 1 to this plea agreement), with additional interest that may accrue after March 5, 2024, as allowed by law, to the fullest extent financially feasible. In aid of restitution, Ms. Elick further agrees as follows:

(a) Ms. Elick 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.

(b) Ms. Elick 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. Elick 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.

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(d) Ms. Elick 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.

(e) Ms. Elick agrees not to appeal any order of the District Court imposing restitution unless the amount of restitution imposed exceeds the amount set forth in this plea agreement. However, nothing in this provision is intended to preclude the Court from ordering Ms. Elick to pay a greater or lesser sum of restitution in accordance with law.

6. **PAYMENT OF MONETARY PENALTIES.** Ms. Elick 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. Elick 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. Elick further agrees not to object to the 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. Elick 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. Elick 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. Elick 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.

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7. **COOPERATION.** Ms. Elick will be forthright and truthful with this office and other law enforcement agencies regarding 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. Elick may have counsel present except when appearing before a grand jury. Further, Ms. Elick agrees to be named as an unindicted co-conspirator and unindicted aider and abettor, as appropriate, in subsequent indictments or informations.

8. **FORFEITURE.** Ms. Elick hereby agrees as follows:

(a) To forfeit to the United States any and all property in Ms. Elick's possession or under her control which constitutes proceeds of or was derived from proceeds of the offense, or property intended to be used, in any manner or part, to commit or facilitate the commission of the offense, which includes:

i. A money judgment in the amount of $97,802.59

(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.

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9. **USE IMMUNITY**. Unless this agreement becomes void due to a violation of any of its terms by Ms. Elick, and except as expressly provided for in paragraph 11, 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. Elick for any violations of federal or state laws. The United States reserves the right to prosecute Ms. Elick 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. Elick stipulate and agree that the facts comprising the offense of conviction include the facts outlined in the "Stipulation of Facts," a copy of which is attached hereto as "Plea Agreement Exhibit B."

Ms. Elick 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 conduct alleged in the information, 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. Elick or of any of her witnesses, or in rebuttal of any testimony introduced by her or on her behalf. Ms. Elick 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 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. Elick 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.

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

| Description | Guideline Section | Offense Level |
|---|---|---|
| Base Offense Level | §2B1.1(a)(1) | 6 |
| Loss Greater Than $40,000 | §2B1.1(b)(1)(C) | + 6 |
| Adjusted Offense Level | | 12 |

The United States and Ms. Elick 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. Elick 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(a), except that the defendant may appeal any sentence that exceeds the maximum penalty prescribed by statute. Ms. Elick also knowingly and voluntarily waives any right to seek appellate review of any claim or argument that (1) the statute of conviction (18 U.S.C. § ~~231~~5) is unconstitutional, and (2) Ms. Elick's conduct set forth in the Stipulation of Facts (Plea Agreement Exhibit B) does not fall within the scope of 18 U.S.C. § ~~2315~~. 641 ae DRD 4/1 641 ae DRB 4/1

The United States also agrees to waive its right to appeal 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(b), except that the United States may appeal any sentence that is below the minimum penalty, if any, prescribed by statute.

Ms. Elick 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. Elick 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. Elick;

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

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

16. **VOIDING OF AGREEMENT**. If either the United States or Ms. Elick 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.

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

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Acknowledged and agreed to on behalf of the United States:

LISA G. JOHNSTON
Acting United States Attorney

By:

J. PARKER BAZZLE, II
Assistant United States Attorney

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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 9-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.

April Ann Elick
April Elick
Defendant

4-2-25
Date Signed

David R. Bungard
David R. Bungard
Counsel for Defendant

4-2-25
Date Signed

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v. CRIMINAL NO. 1:25-cr-00056

APRIL ELICK

## STIPULATION OF FACTS

The United States and **APRIL ELICK** (hereinafter "defendant", "I", "my", and "me") stipulate and agree that the facts comprising the offense of conviction in the Information, include the following: [1]

### *Paycheck Protection Program Background*

1. The Paycheck Protection Program ("PPP") was a COVID-19 pandemic relief program administered by the Small Business Administration ("SBA") that provided forgivable loans to small businesses for job retention and certain other expenses.

2. The PPP permitted participating third-party lenders to approve and disburse SBA-backed PPP loans to cover payroll, fixed debts, utilities, rent/mortgage, 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.

3. To obtain a PPP loan, a qualifying business had to submit a PPP loan application, which was 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, including that the business was in operation and either had employees for whom it paid salaries and payroll taxes or paid independent contractors. A business applying for a PPP loan was required to provide documentation showing its payroll expenses, such as filed federal income tax documents.

### *Economic Injury Disaster Loan Program Background*

4. The United States Small Business Association ("SBA") was an executive branch agency of the United States government that provided support to entrepreneurs and small businesses. The mission of the SBA 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.

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

5. The Economic Injury Disaster Loan Program ("EIDL") was an SBA program that provided low-interest financing to small businesses, renters, and homeowners in regions affected by declared disasters.

6. The Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") authorized the SBA to provide EIDL loans of up to two million dollars ($2,000,000.00) to eligible small businesses experiencing substantial financial disruption due to the COVID-19 pandemic.

7. To obtain an EIDL loan, a qualifying business applied to the SBA and provided information about the business's operations, such as the number of employees, gross revenues for the 12-month period preceding the disaster, and cost of goods sold in the 12-month period preceding the disaster. EIDL loans were restricted to working capital for businesses to alleviate economic injury caused by the disaster and were not to be used for other purposes. The applicant was also required to certify that all the information in the application was true and correct to the best of the applicant's knowledge.

8. EIDL loan applications were submitted directly to the SBA and processed by the agency with support from a government contractor. If the application was approved, the amount of the loan was based, in part, on the information provided by the applicant about employment, revenue, and cost of goods sold. Any funds issued under an EIDL loan were issued directly by the SBA.

***Defendant's Factual Basis for Plea***

9. From on or about March 23, 2021, through on or about January 27, 2022, I knowingly defrauded and obtained money from the Payroll Protection Program and Economic Disaster Relief program.

10. I applied for and received two PPP loans in 2021, each in the amount of $7,260.00. The first loan (PPP loan #7141428603) was funded Harvest Small Business Finance, LLC, to my Truist Bank account ending in #1278 on April 2, 2021, and the second loan (PPP loan #6297778801) was funded by Harvest Small Business Finance, LLC, to my Truist Bank account ending in #1278 on April 26, 2021. I claimed that the loans were for my home healthcare business to help pay payroll and other expenses allowed by the PPP.

11. I applied for (SBA Application #3315020797) and received an EIDL loan (SBA Loan # 3132439101) in the amount of $61,000.00 from the SBA on or about January 24, 2022, and applied for and received a modification increase of that loan from the SBA of $8,700.00 on or about April 28, 2022.

12. I received a total of $84,220.00 in PPP and EIDL loan proceeds that were paid directly by the SBA or were guaranteed by the SBA.

13. I understood at the times I applied for and received the PPP and EIDL loans that the loan proceeds could only be used for purposes specifically allowed by those programs.

14. I did not use some of the loan proceeds I received from my first PPP loan for purposes allowed by that program, instead I used some of the proceeds to fund my personal expenses, including, but not limited to: $864.18 at Family Auto in Virginia, on April 5. 2021; $373.05 at Gabriel Brothers in Bluefield, WV, on April 5, 2021; $242.17 at Walmart in Bluefield, WV, on April 5, 2021; $226.00 at Quality Hotel in Bluefield, WV, on April 6, 2021; $226.00 at Quality Motel in Bluefield, WV, on April 19, 2021; and additional purchases for other goods and services for personal use that are detailed in my Truist bank statements for my Truist bank account that ends in #1278 during April and May, 2021.

15. I did not use some of the loan proceeds I received from my second PPP loan for purposes allowed by that program, instead I used some the proceeds to fund my personal expenses, including, but not limited to: $124.06 at Rent-A-Center in Bluefield, WV, on April 26, 2021; $251.23 at Gabriel Brothers in Bluefield, WV, on April 26, 2021; $88.31 at Walmart in Bluefield, VA, on April 26, 2021; $127.00 at Style Nails in Bluefield, WV, on April 28, 2021; $213.04 at Bath and Body Works in Bluefield, VA, on April 30, 2021; $216.94 at Sprint Wireless in Kansas, on April 30, 2021; $347.69 at Walmart in Bluefield, VA, on April 30, 2021; $744.83 at Walmart in Bluefield, VA on May 3, 2021; $397.36 at Gabriel Brothers in Bluefield, WV, on May 7, 2021; $227.16 at Gabriel Brothers in Bluefield, WV, on May 10, 2021; and additional purchases for other goods and services for personal use that are detailed in my Truist bank statements for my Truist bank account that ends in #1278 during April, May and June, 2021.

16. I did not use some of the loan proceeds I received from the EIDL program for purposes allowed by that program, instead I used some of the proceeds to fund my personal expenses including approximately $30,560.00, that I withdrew in cash via approximately 62 separate ATM withdraws from on or between January 28, 2022, and May 27, 2022.

17. Additionally, I did not use some of the loan proceeds I received from the EIDL program for purposes allowed by that program, instead I made personal purchases using my Huntington Bank account that ends in # 0072, from retail stores with the proceeds of my EIDL loan, in and around Mercer County, West Virginia, other areas of West Virginia, and in and around Charlotte, North Carolina, that included but were not limited to: $492.51. at Sprint Retail in Bluefield, WV, on February 14, 2022; $313.21 at Hibbert Sports in Mount Hope, WV, on February 14, 2022; $264.95 at Victoria Secret in Mount Hope, WV, on February 14, 2022; $298.06 at Walmart in Bluefield, WV, on February 14, 2022; $1,111.66 at Enterprise Rent-A-Car in Princeton, WV on April 4, 2022; $443.05 at Ross Stores in Charlotte, NC, on April 4, 2022; and $697.65 at Dillard's in Charlotte, NC, on May 31, 2022.

18. Additionally, I did not use some of the loan proceeds I received from the EIDL program for purposes allowed by that program, instead I made Cash App transfers to myself, others, or for retail purchases on or between April 5, 2022, and June 29, 2022, in 13 separate transactions from my Huntington Bank account that ends in # 0072 that totaled approximately $16,350.00.

19. Additionally, I did not use some of the loan proceeds from the EIDL program for purposes allowed by that program, instead I used some of the funds I obtained from the program for personal utility expenses, cell phone expenses, restaurant expenses, personal travel expenses, grocery store expenses and other miscellaneous personal expenses that are detailed in my January, February,

March, April, and May, 2022, Huntington Bank account statements for my account that ends in # 0072.

Stipulated and agreed to:

| | |
|---|---|
| APRIL ELICK<br>Defendant | 4-2-25<br>Date |
| DAVID R. BUNGARD<br>Counsel for Defendant | 4-2-25<br>Date |
| J. PARKER BAZZLE, II<br>Assistant United States Attorney | 4-9-25<br>Date |