United States Department of Justice

United States Attorney
Southern District of West Virginia

Robert C. Byrd United States Courthouse
300 Virginia Street, East
Suite 4000
Charleston, WV 25301

1-800-659-8726
304-345-2200
FAX: 304-347-5104

FILED
AUG - 7 2024
RORY L. PERRY II, CLERK
U.S. District Court
Southern District of West Virginia

June 24, 2024

Paul E. Stroebel, Esq.
Stroebel & Stroebel, PLLC
405 Capitol Street, Suite 102
Charleston, West Virginia 25301

Re: United States v. Christopher Grant
Criminal No. 2:24-cr-113 (USDC SDWV)
AJT PES

Dear Mr. Stroebel:

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

1. **CHARGING AGREEMENT.** Mr. Grant agrees to waive his 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.** Mr. Grant will plead guilty to a violation of 18 U.S.C. § 641 (~~conspiracy to steal~~ public money, property or records) as charged in said information.

AJT PES

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

(a) Imprisonment for a period of 10 years;

Defendant's Initials

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

5. **RESTITUTION.** Notwithstanding the offense of conviction, Mr. Grant agrees that he owes restitution in the amount of $35,168 and agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Mr. Grant further agrees as follows:

(a) Mr. Grant 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

CR
Defendant's Initials

States.

(b) Mr. Grant 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) Mr. Grant agrees not to dispose of, transfer or otherwise encumber any real or personal property which he currently owns or in which he holds an interest, ~~including:~~

A UT PES

6. **PAYMENT OF MONETARY PENALTIES.** Mr. Grant 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 his financial condition for sentencing purposes. Mr. Grant 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, Mr. Grant 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.

Mr. Grant 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, Mr. Grant shall pay all monies received from any source other than earned

Defendant's Initials

income, including but not limited to, lottery winnings, gambling proceeds, judgments, inheritances, and tax refunds, toward the court ordered restitution or fine.

Mr. Grant agrees that if he retains counsel or has appointed counsel in response to the United States' efforts to collect any monetary penalty, he 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 his attorney to notify FLP immediately of his representation.

7. **COOPERATION.** Mr. Grant 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, Mr. Grant may have counsel present except when appearing before a grand jury.

8. **USE IMMUNITY.** Unless this agreement becomes void due to a violation of any of its terms by Mr. Grant, and except as expressly provided for in paragraph 10 below, nothing contained in any statement or testimony provided by him pursuant to this agreement, or any evidence developed therefrom, will be used against him, directly or indirectly, in any further criminal prosecutions or in determining the applicable guideline range under the Federal Sentencing Guidelines.

9. **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 Mr. Grant for any violations of federal or state laws. The United States reserves the right to prosecute Mr. Grant for perjury or false statement if such a situation should occur pursuant to this agreement.



Defendant's
Initials

10. **STIPULATION OF FACTS AND WAIVER OF FED. R. EVID. 410.** The United States and Mr. Grant 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."

Mr. Grant agrees that if he withdraws from this agreement, or this agreement is voided as a result of a breach of its terms by him, and he is subsequently tried for his 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 Mr. Grant or of any of his witnesses, or in rebuttal of any testimony introduced by him or on his behalf. Mr. Grant knowingly and voluntarily waives, see United States v. Mezzanatto, 513 U.S. 196 (1995), any right he 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 Mr. Grant 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.

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

Count One of the Information:

USSG §2B1.1

Defendant's Initials

Base offense level	6
Loss greater than $15,000	+4
Adjusted offense level	10

The United States and Mr. Grant 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.

12. **WAIVER OF APPEAL AND COLLATERAL ATTACK.** Mr. Grant knowingly and voluntarily waives his right to seek appellate review of his 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. Mr. Grant 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. § 641 is unconstitutional, and (2) Mr. Grant conduct set forth in the Stipulation of Facts (Plea Agreement Exhibit B) does not fall within the scope of the 18 U.S.C. § 641.

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.

Mr. Grant also knowingly and voluntarily waives the right to challenge his guilty plea and conviction resulting from this plea agreement, and any sentence imposed for the conviction, in any



Defendant's Initials

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.

13. **TERMINATION OF PROSECUTION.** The conviction and final disposition of Mr. Grant pursuant to this plea agreement will conclude the prosecution of him by the United States in the Southern District of West Virginia for fraudulent misrepresentations concerning a $20,832 Paycheck Protection Program (PPP) loan applied for on March 26, 2021 at or near St. Albans, Kanawha County, West Virginia.

14. **WAIVER OF FOIA AND PRIVACY RIGHT.** Mr. Grant 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



Defendant's Initials

report;

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

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

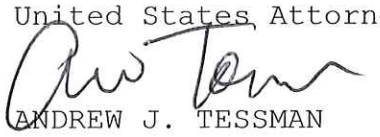
(g) Address the Court regarding the issue of Mr. Grant's acceptance of responsibility.

16. **VOIDING OF AGREEMENT.** If either the United States or Mr. Grant 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 Mr. Grant in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Mr. Grant 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: 
ANDREW J. TESSMAN
Assistant United States Attorney

AJT/fgc

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


Defendant's
Initials

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

UNITED STATES OF AMERICA

v. **CRIMINAL NO._____**
18 U.S.C. § 641

CHRISTOPHER GRANT

INFORMATION

The United States Attorney charges:

From on or about April 19, 2020, and continuing through on or about July 31, 2020, at or near St. Albans, Kanawha County, West Virginia and within in the Southern District of West Virginia and elsewhere, defendant CHRISTOPHER GRANT did knowingly and willfully embezzle, steal, purloin, and convert to his own use and the use of another, on a recurring basis, money belonging to the United States and a department and agency thereof in a total amount greater than $1,000, namely, unemployment compensation benefits having a value of approximately $14,336.

In violation of Title 18, United States Code, Section 641.

WILLIAM S. THOMPSON
United States Attorney

By: _____
ANDREW J. TESSMAN
Assistant United States Attorney

PLEA AGREEMENT EXHIBIT A

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.

Christopher Grant
Defendant

7/12/24
Date Signed

Paul E. Stroebel, Esq.
Counsel for Defendant

7/12/2024
Date Signed

Defendant's
Initials

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v. **CRIMINAL NO.** 2:24-cr-113

CHRISTOPHER GRANT

STIPULATION OF FACTS

The United States and Christopher Grant (hereinafter "defendant" and "I" and "me" and "my") stipulate and agree that the facts comprising the offense of conviction and the relevant conduct include the following:[1]

BACKGROUND

1. The state of West Virginia operated an Unemployment Compensation ("UC") program that provided temporary income support to individuals unemployed through no fault of their own or individuals who were working less than their full-time hours.

2. WorkForce West Virginia was a division of the West Virginia Department of Commerce that was funded through the United States Department of Labor. WorkForce West Virginia administered the UC program in the state of West Virginia.

3. Those seeking UC benefits in West Virginia submitted online applications to WorkForce West Virginia. Applicants had to answer specific questions to establish eligibility to receive UC benefits, including their name, Social Security Number (SSN), and mailing address, among other things. WorkForce West Virginia relied upon the information in the application to determine UC benefits eligibility.

4. If WorkForce West Virginia approved a claim, the claimant could choose to receive UC benefits by direct deposit or via debit card.

5. WorkForce West Virginia funded approved UC benefits using Key Bank, a financial institution as defined in 18 U.S.C. § 20, and headquartered in Cleveland, Ohio.

6. Once the initial application for UC benefits was approved, the claimant was required to certify their continued eligibility for benefits every week. The certification process occurred via the internet. The claimant was required to answer several questions, including, but not limited to: (1) whether the UC claimant had worked during the certification period; (2) whether

[1] This Stipulation of Facts does not contain every fact known to defendant Christopher Grant and to the United States concerning his involvement in the charges set forth in the ~~Indictment~~ information and his relevant conduct.

AUT PES

the claimant was able to work; (3) whether the claimant was available for work; and (4) whether the claimant was actively looking for work during the certification period.

7. WorkForce West Virginia authorized continued UC benefits to a claimant based on the claimant's self-certified eligibility. If WorkForce West Virginia authorized the benefits, Key Bank initiated a direct deposit into the claimant's bank account or loaded funds on to the claimant's previously provided debit card depending on the claimant's election.

8. In March of 2020, in response to the COVID-19 pandemic, the federal government enacted the Coronavirus Aid, Relief, and Economic Security ("CARES") Act. The CARES Act, among other things, provided additional flexibility and funding for state UC agencies, including WorkForce West Virginia.

9. The Federal Pandemic Unemployment Compensation ("FPUC") program was a temporary UC benefits program created by the CARES Act. FPUC originally provided individuals that received approved UC benefits with an additional $600 per week in federal funds. In December of 2020, Congress reauthorized FPUC at a lesser amount of $300 per week and concluded the program in September 2021.

THE OFFENSE CONDUCT

10. In November of 2019, I began employment as a sales manager with Charleston Suzuki in St. Albans, West Virginia.

11. After the COVID-19 pandemic began in March 2020, I was laid off from Charleston Suzuki. I applied for UC benefits on or about March 25, 2020. My application for benefits was approved and I legitimately received UC benefits until the week ending April 18, 2020.

12. After I returned to work at Charleston Suzuki, I continued to apply for and draw UC benefits. From at least April 25, 2020 through at least July 25, 2020, I knowingly applied for and received more than $14,336 in UC benefits from the state of West Virginia and the federal government. I knew I was not entitled to receive the funds because I had returned to work at Charleston Suzuki.

13. In furtherance of the scheme, I accessed the Workforce West Virginia website for fourteen consecutive weeks after I had returned to work to falsely certify each week that I was entitled to UC benefits, even though I knew that I had returned to work at Charleston Suzuki. I submitted false certification answers from my personal electronic device in St. Albans, Kanawha County, West Virginia. I understood that Workforce West Virginia relied on my false certifications to fund the UC benefits deposited into my checking account. Despite knowing that I was not entitled to the UC benefits, I used these funds to make purchases and pay my bills.

14. Based on my false weekly unemployment certifications, I received weekly UC benefits for 14 consecutive weeks aggregating more than $14,336, which included supplementary funds provided by the FPUC program.

PPP LOAN

15. On March 26, 2021, I applied through a financial institution for a $20,832 Paycheck Protection Program (PPP) loan guaranteed by the Small Business Administration (SBA), which is an agency of the federal government. Because I had income as an independent contractor (1099 income) from previous tax years, I believed I was eligible to receive a PPP loan.

16. However, during the application process, I falsely represented that I had earned 1099 income in the amount of $104,580 for the prior tax year, when in truth and fact, I had only earned $33,900. I made this false representation in order to receive the maximum loan amount available to independent contactors ($20,832). I agree with the United States that my false statement was a material misrepresentation.

17. I used the $20,832 in PPP loan proceeds on personal expenses and to pay my bills.

ADDITIONAL STIPULATIONS

18. I stipulate and agree that I owe a total of $35,168 in restitution as follows:
   a. I agree that I owe WorkForce West Virginia $14,336.
   b. I agree that I owe the Small Business Administration $20,832.

19. The United States and I also agree that St. Albans, Kanawha County, West Virginia is located within the Southern District of West Virginia.

Stipulated and agreed to:

CHRISTOPHER GRANT
Defendant

7/12/24
Date

PAUL E. STROEBEL, ESQ.
Defendant's Attorney

7/12/2024
Date

ANDREW J. TESSMAN
Assistant United States Attorney

7/15/24
Date