



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

April 2, 2025

Gabriele Wohl, Esq.
Bowles Rice LLP
600 Quarrier Street
Charleston, WV 25301



Re: United States v. James Lomax
Criminal No. 2:25-cr-57 (USDC SDWV)

Dear Ms. Wohl:

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

1. **CHARGING AGREEMENT.** Mr. Lomax 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. Lomax will plead guilty to a violation of 18 U.S.C. § 641 (theft of public money, property or records) as charged in said information.

3. **MAXIMUM POTENTIAL PENALTY.** The maximum penalty to which Mr. Lomax 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, or twice the gross pecuniary gain or

SL

Defendant's
Initials

Gabriele Wohl, Esq.
April 2, 2025
Page 2

Re: James Lomax

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. Lomax 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. Lomax 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. Lomax 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. Lomax.

5. **RESTITUTION.** Notwithstanding the offense of conviction, Mr. Lomax agrees that he owes restitution in the amount of \$13,312.00 and agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Mr. Lomax further agrees as follows:

- (a) Mr. Lomax 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.

SL

Defendant's
Initials

Gabriele Wohl, Esq.
April 2, 2025
Page 3

Re: James Lomax

- (b) Mr. Lomax 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. Lomax 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.
 - (d) Mr. Lomax 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 he may have in and to such property, and waives his right to exemptions under the Federal Debt Collection Procedures Act upon levy against and the sale of any such property.
 - (e) Mr. Lomax 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 Mr. Lomax to pay a greater or lesser sum of restitution in accordance with law.
6. **FORFEITURE.** Mr. Lomax hereby agrees as follows:
- (a) To forfeit to the United States any and all property in Mr. Lomax's possession or under his 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



Defendant's
Initials

Gabriele Wohl, Esq.
April 2, 2025
Page 4

Re: James Lomax

of the offense, which includes:

- i. A money judgment in the amount of \$13,312.00
- (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.** Mr. Lomax 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. Lomax agrees not to object to the District Court ordering all monetary penalties (including

SL
Defendant's
Initials

Gabriele Wohl, Esq.
April 2, 2025
Page 5

Re: James Lomax

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. Lomax 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. Lomax 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. Lomax 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.

Mr. Lomax 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.

8. **COOPERATION.** Mr. Lomax 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. Lomax may have counsel present except when appearing before a grand jury.



Defendant's
Initials

Gabriele Wohl, Esq.
April 2, 2025
Page 6

Re: James Lomax

9. **USE IMMUNITY.** Unless this agreement becomes void due to a violation of any of its terms by Mr. Lomax, and except as expressly provided for in paragraph 11 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.

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 Mr. Lomax for any violations of federal or state laws. The United States reserves the right to prosecute Mr. Lomax 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 Mr. Lomax 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. Lomax 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. Lomax or of any of his witnesses, or in rebuttal of any testimony introduced by him or on his behalf. Mr. Lomax 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



Defendant's
Initials

Gabriele Wohl, Esq.
April 2, 2025
Page 7

Re: James Lomax

of its terms by the United States, the Stipulation of Facts cannot be used by the United States.

The United States and Mr. Lomax 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 Mr. Lomax agree that the following provisions of the United States Sentencing Guidelines apply to this case.

Count One of the Information:

USSG §2B1.1

Base offense level	6
Loss greater than \$6,500.00	+2
Adjusted offense level	8

The United States and Mr. Lomax 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. Mr. Lomax 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 as outlined in paragraph 5(e) of this agreement and that the



Defendant's
Initials

Gabriele Wohl, Esq.
April 2, 2025
Page 8

Re: James Lomax

defendant may appeal any sentence that exceeds the maximum penalty prescribed by statute. Mr. Lomax 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. Lomax 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. Lomax 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 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.

14. WAIVER OF FOIA AND PRIVACY RIGHT. Mr. Lomax 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



Defendant's
Initials

Gabriele Wohl, Esq.
April 2, 2025
Page 9

Re: James Lomax

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 Mr. Lomax;
- (f) Advise the Court concerning the nature and extent of Mr. Lomax's cooperation; and
- (g) Address the Court regarding the issue of Mr. Lomax's acceptance of responsibility.

16. **VOIDING OF AGREEMENT.** If either the United States or Mr. Lomax 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. Lomax in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Mr. Lomax in any Court other than the United States District Court for the Southern District of West Virginia.

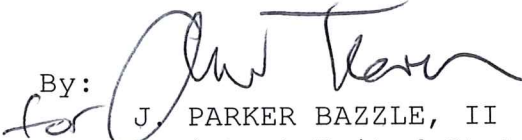
Acknowledged and agreed to on behalf of the United States:

LISA G. JOHNSTON
United States Attorney

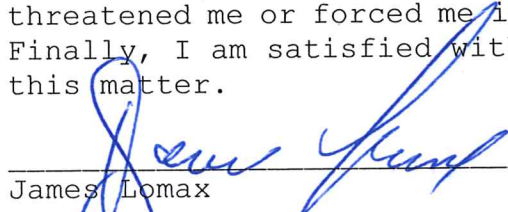
SL
Defendant's
Initials

Gabriele Wohl, Esq.
April 2, 2025
Page 10

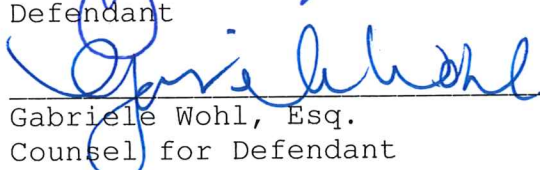
Re: James Lomax

By: 
for J. PARKER BAZZLE, II
Assistant United States Attorney

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 10-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.


James Lomax
Defendant

04-11-25
Date Signed


Gabriele Wohl, Esq.
Counsel for Defendant

4/14/25
Date Signed


Defendant's
Initials

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON**

UNITED STATES OF AMERICA

v.

CRIMINAL NO. _____

JAMES LOMAX

STIPULATION OF FACTS

The United States and James Lomax (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. I agree 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. I agree that 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. I agree that 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. I agree that if WorkForce West Virginia approved a claim, the claimant could choose to receive UC benefits by direct deposit or via debit card.

5. I agree that 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. I agree that 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 James Lomax and to the United States concerning his involvement in the charges set forth in the Indictment and his relevant conduct.

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. I agree that 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. I agree that 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. I agree that 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 March of 2020, I was employed as a sales manager with Charleston Mitsubishi in St. Albans, Kanawha County, West Virginia.

11. After the COVID-19 pandemic began in March 2020, I was laid off from Charleston Mitsubishi. I applied for UC benefits on or about March 24, 2020. My application for benefits was approved and I legitimately received UC benefits until the week ending April 25, 2020.

12. After I returned to work at Charleston Mitsubishi, I continued to apply for and draw UC benefits. From at least April 25, 2020, through at least July 18, 2020, I knowingly applied for and received \$13,312.00 in UC benefits from the state of West Virginia and the federal government. I knew I was not entitled to receive those funds because I had returned to work at Charleston Mitsubishi.

^{thirteen} 13. In furtherance of the scheme, I accessed the Workforce West Virginia website for ~~twelve~~ 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 Mitsubishi. 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.

¹³ 14. Based on my false weekly unemployment certifications from St. Albans, West Virginia, I received weekly UC benefits for ~~12~~ consecutive weeks aggregating to \$13,312.00, which included supplementary funds provided by the FPUC program.

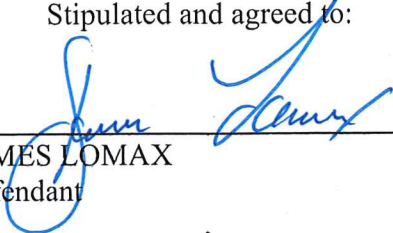
PLEA AGREEMENT EXHIBIT B

ADDITIONAL STIPULATIONS

15. I stipulate and agree that I owe a total of \$13,312.00 in restitution to WorkForce West Virginia.

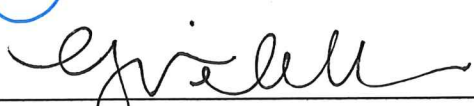
16. The United States and I also agree that St. Albans, Kanawha County, West Virginia is located within the Southern District of West Virginia.

Stipulated and agreed to:



JAMES LOMAX
Defendant

4-1-25
Date



GABRIELE WOHL, ESQ.
Defendant's Attorney

4/1/25
Date

J. PARKER BAZZLE, II
Assistant United States Attorney

Date