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

United States Department of Justice

United States Attorney
Southern District of West Virginia

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April 23, 2024

John A. Carr, Esq.
179 Summers St., Ste 209
Charleston, WV 25301

Re: United States v. Jessica Nutter
Criminal No. 2:24-cr-00081 (USDC SDWV)

Dear Mr. Carr:

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

1. **CHARGING AGREEMENT.** Ms. Nutter 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. Nutter will plead guilty to a violation of 18 U.S.C. § 2315 (Receipt of Stolen Money) as charged in said information.

3. **MAXIMUM POTENTIAL PENALTY**. The maximum penalty to which Ms. Nutter 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;

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

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(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. Nutter 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. Nutter 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. Nutter 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. Nutter.

5. **RESTITUTION.** Notwithstanding the offense of conviction, Ms. Nutter agrees that she owes restitution in the amount of at least $25,830.00 and agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Ms. Nutter further agrees as follows:

(a) Ms. Nutter 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. Nutter 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. Nutter 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.

(d) Ms. Nutter 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

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and the sale of any such property.

(e) Ms. Nutter 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. Nutter to pay a greater or lesser sum of restitution in accordance with law.

6. **PAYMENT OF MONETARY PENALTIES.** Ms. Nutter 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. Nutter 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. Nutter 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. Nutter 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. Nutter 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. Nutter 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.

7. **COOPERATION**. Ms. Nutter 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. Nutter may have counsel present except when appearing



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before a grand jury. Further, Ms. Nutter agrees to be named as an unindicted co-conspirator and unindicted aider and abettor, as appropriate, in subsequent indictments or informations.

8. **USE IMMUNITY**. Unless this agreement becomes void due to a violation of any of its terms by Ms. Nutter, and except as expressly provided for in paragraph 10, 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.

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

10. **STIPULATION OF FACTS AND WAIVER OF FED. R. EVID. 410.** The United States and Ms. Nutter 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. Nutter 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. Nutter or of any of her witnesses, or in rebuttal of any testimony introduced by her or on her behalf. Ms. Nutter 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. Nutter 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

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Stipulation of Facts, the United States and Ms. Nutter 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 $15,000	§2B1.1(b)(1)(C)	+ 4
Adjusted Offense Level		10

The United States and Ms. Nutter 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.** Ms. Bradley 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. Nutter 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. § 2315) is unconstitutional, and (2) Ms. Nutter'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.

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. Nutter 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.

13. **WAIVER OF FOIA AND PRIVACY RIGHT.** Ms. Nutter knowingly and voluntarily waives all rights, whether asserted directly or by a representative, to request or receive



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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.

14. **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. Nutter;

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

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

15. **VOIDING OF AGREEMENT**. If either the United States or Ms. Nutter 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.

16. **ENTIRETY OF AGREEMENT**. This written agreement constitutes the entire agreement between the United States and Ms. Nutter in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Ms. Nutter 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:

WILLIAM S. THOMPSON
United States Attorney

By:
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 8-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

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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.

Jessica Nutter
Defendant

5/10/24
Date Signed

John A. Carr
Counsel for Defendant

10 MAY 24
Date Signed

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FILED
MAY 15 2024
ROBY L. PERRY II, CLERK
U.S. District Court
Southern District of West Virginia

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

UNITED STATES OF AMERICA

v. **CRIMINAL NO.** 2:24-cr-00081
18 U.S.C. § 2315

JESSICA NUTTER

I N F O R M A T I O N

The United States Attorney Charges:

From on or about March 27, 2021, through on or about April 20, 2021, at or near Saint Albans, Kanawha County, West Virginia, within the Southern District of West Virginia, and elsewhere, defendant JESSICA NUTTER received, possessed, concealed, stored, bartered, sold and disposed of goods, wares, merchandise, securities, and money of the value of $5,000 and more, which had crossed a state boundary after being stolen, unlawfully converted, and taken, to wit: defendant JESSICA NUTTER received proceeds of a Paycheck Protection Program fraud scheme that she knew had been stolen and unlawfully converted and which were transferred from bank accounts located in the State of Texas and withdrawn from bank branches at or near Saint Albans, Kanawha County, West Virginia, and elsewhere.

All in violation of Title 18, United States Code, Section 2315.

WILLIAM S. THOMPSON
United States Attorney

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

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v. **CRIMINAL NO. _____**

JESSICA NUTTER

STIPULATION OF FACTS

The United States and JESSICA NUTTER (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.

Defendant's Factual Basis for Plea

4. From March 27, 2021, through on or about April 20, 2021, I knowingly defrauded and obtained money from a lender in Texas and the SBA.

5. I applied for two PPP loans: the first on behalf of my purported business "Nut House Wood;" and the second on behalf of my husband Robert Nutter in the name of "Robert Nutter," claiming he had a business as an independent contractor delivering goods for DoorDash. However,

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

Nut House Wood was not a registered business entity in the State of West Virginia at the time I applied for the loan, nor was Nut House Wood ever engaged in legitimate business activity and my husband Robert Nutter was not then engaged as an independent contractor for DoorDash.

6. I falsely represented in my PPP loan application that Nut House Wood —a fictitious business—received $50,000.00 in gross income during 2019, and sought a PPP loan in the amount of $10,415.00, and I falsely represented in a separate PPP application that I completed for my husband Robert Nutter, that Robert Nutter received gross income during 2019, as an independent contractor for DoorDash in the amount of $50,000.00, and sought a PPP loan in his name in the amount of $10,415.00.

7. A PPP lender headquartered in Texas approved my fraudulent PPP loan applications. After my fraudulent PPP loan applications were approved, the Texas based lender designated the funds for me and my husband Robert Nutter and arranged for the funds to be deposited into our personal bank accounts.

8. On April 9, 2021, a bank headquartered in Texas initiated an ACH transfer of $10,415.00 to my personal bank account. On April 12, 2021, I initiated a transfer of $1,573.12 of the stolen funds via a debit card transaction from a bank branch located in Saint Albans, West Virginia, to a business in North Carolina to cover expenses for a vacation for me and my family later that year in North Carolina.

9. On April 20, 2021, a bank headquartered in Texas initiated an ACH transfer of $10,415 to my husband, Robert Nutter's personal bank account; we used those stolen funds for general family expenses.

10. The United States and I stipulate and agree that Saint Albans, Kanawha County, West Virginia, is within the Southern District of West Virginia.

Stipulated and agreed to:

Jessica Nutter
JESSICA NUTTER
Defendant

8/28/24
Date

JOHN A. CARR
Counsel for Defendant

28 Aug 24
Date

J. PARKER BAZZLE, II
Assistant United States Attorney

8/28/24
Date

PLEA AGREEMENT EXHIBIT "B"