United States Department of Justice

United States Attorney
Southern District of West Virginia

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April 6, 2023

Paul E. Stroebel, Esq.
P.O. Box 2582
Charleston, WV 25329

Re: United States v. Tamir Pratt
Criminal No. 2:23-cr-00038 (USDC SDWV)

Dear Mr. Stroebel:

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

1. **CHARGING AGREEMENT.** Mr. Pratt 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. Pratt 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 Mr. Pratt 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, Mr. Pratt 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. Mr. Pratt 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. Pratt 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. Pratt.

5. **RESTITUTION.** Notwithstanding the offense of conviction, Mr. Pratt agrees that he owes restitution in the amount of $20,832 and agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Mr. Pratt further agrees as follows:

(a) Mr. Pratt 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) Mr. Pratt 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. Pratt 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. Pratt 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

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and the sale of any such property.

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

6. **PAYMENT OF MONETARY PENALTIES.** Mr. Pratt 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. Pratt 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. Pratt 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. Pratt 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. Pratt 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. Pratt 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. Pratt 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. Pratt may have counsel present except when appearing before a grand jury. Further, Mr. Pratt agrees to be named as an unindicted co-

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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 Mr. Pratt, and except as expressly provided for in paragraph 10, 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. Pratt for any violations of federal or state laws. The United States reserves the right to prosecute Mr. Pratt 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 Mr. Pratt 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. Pratt 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. Pratt or of any of his witnesses, or in rebuttal of any testimony introduced by him or on his behalf. Mr. Pratt 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. Pratt 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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11. **AGREEMENT ON SENTENCING GUIDELINES.** Based on the foregoing Stipulation of Facts, the United States and Mr. Pratt agree that the following provisions of the United States Sentencing Guidelines apply to this case.

USSG §2B1.1

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

The United States and Mr. Pratt 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. Pratt knowingly and voluntarily waives the 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, so long as that sentence of imprisonment, fine or term of supervised release is below or within the Sentencing Guideline range corresponding to offense level 10, regardless of criminal history category. Mr. Pratt also knowingly and voluntarily waives any right to seek appellate review of any claim or argument that (1) the statute of conviction in 18 U.S.C. § 2315 is unconstitutional, and (2) Mr. Pratt's conduct set forth in the Stipulation of Facts (Plea Agreement Exhibit A) does not fall within the scope of 18 U.S.C. § 2315.

The United States also waives its right to seek appellate review of any sentence of imprisonment or fine 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, so long as that sentence of imprisonment or fine is within or above the Sentencing Guideline range corresponding to offense level 8, regardless of criminal history category.

Mr. Pratt also knowingly and voluntarily waives the right to challenge his guilty plea and his 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.

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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**. Mr. Pratt 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.

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 Mr. Pratt;

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

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

15. **VOIDING OF AGREEMENT**. If either the United States or Mr. Pratt 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 Mr. Pratt in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Mr. Pratt 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: Kathleen Robeson
KATHLEEN E. ROBESON
Assistant United States Attorney

WILLIAM S. THOMPSON
United States Attorney

By:
JONATHAN T. STORAGE
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 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 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.

Tamir Pratt
Defendant

04/06/2023
Date Signed

Paul Stroebel
Counsel for Defendant

04/6/2023
Date Signed

FILED

MAR 2 8 2023

RORY 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.** 2:23-cr-00038
18 U.S.C. § 2315

TAMIR PRATT

I N F O R M A T I O N

The United States Attorney Charges:

COUNT ONE

From on or about April 24, 2021, through on or about August 9, 2021, in Charleston, Kanawha County, West Virginia, within the Southern District of West Virginia, and elsewhere, defendant TAMIR PRATT 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 TAMIR PRATT received proceeds of a Paycheck Protection Program fraud scheme that he knew had been stolen and unlawfully converted and which were transferred from bank accounts located in the State of Arizona to bank accounts and businesses in Charleston, Kanawha County, West Virginia and elsewhere.

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

WILLIAM S. THOMPSON
United States Attorney

By: Kathleen Robeson
KATHLEEN ROBESON
Assistant United States Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v. **CRIMINAL NO. 2:23-cr-00038**

TAMIR PRATT

STIPULATION OF FACTS

The United States and Tamir Pratt (hereinafter "defendant", "I", "my", "we" and "us") stipulate and agree that the facts comprising the offense of conviction in the Information, include the following:[1]

Coronavirus Relief Background

To obtain a Paycheck Protection Program ("PPP") loan, a qualifying business was required to submit a PPP loan application. The PPP loan application required the small business (through its authorized representative) to acknowledge the program rules and make affirmative certifications that the small business was eligible to obtain the PPP loan. In addition, businesses applying for a PPP loan were required to provide documentation showing their prior gross income from either 2019 or 2020. Applicants also had to certify that the small business was in operation on February 15, 2020.

A PPP loan application was processed by a participating lender and the monies are guaranteed by the Small Business Administration ("SBA").

Defendant's Factual Basis for Plea

From April 24, 2021, through on or about August 9, 2021, I knowingly defrauded and obtained money from a lender in Arizona and the SBA. I applied for a PPP loan on behalf of my purported business "Tamir Pratt." However, Tamir Pratt was not a registered business entity in the State of West Virginia at the time I applied for the loans, nor was Tamir Pratt engaged in substantial, legitimate business activity on or before February 15, 2020.

At the end of April 2021, I submitted a PPP application on behalf of Tamir Pratt. I falsely represented that Tamir Pratt—a fictitious business—received $100,000.00 in gross income during 2020 and sought a PPP loan amount of $20,832.00. I also falsely stated that Tamir Pratt was established in 2020 and in operation on February 15, 2020. As part of my application, I submitted a false Schedule C, Profit or Loss from Business ("Form 1040"), for the year 2019. The Form 1040 falsely stated that Tamir Pratt had earned approximately $100,000.00 in gross income during 2020. A PPP lender approved Tamir Pratt's fraudulent application, and I received $20,832.00 via ACH transfer from a lender in Arizona on or about June 2, 2021. The $20,832.00 ACH transfer traveled

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

through interstate commerce because the transfer originated in Arizona and the funds were electronically deposited in my bank account. I was in Charleston, West Virginia when I received the funds in my bank account. The same day that I received the $20,832.00 ACH transfer from the lender, I also withdrew approximately $1,700 of fraudulent funds from my account and then made purchases of over $460 using the fraudulent PPP funds in Charleston, West Virginia.

A few months later, my PPP loan was forgiven even though I had not spent the loan proceeds on permissible business expenses. The loan I obtained on Tamir Pratt's behalf were forgiven by the SBA on or about August 9, 2021.

The United States and I stipulate and agree that I received at least $20,832.00 in PPP funds, which were stolen monies that I fraudulently converted. The United States and I also agree that Charleston, Kanawha County, West Virginia is located within the Southern District of West Virginia.

Stipulated and agreed to:

TAMIR PRATT
Defendant

04/06/2023
Date

PAUL STROEBEL
Counsel for Defendant

04/06/2023
Date

KATHLEEN ROBESON
Assistant United States Attorney

4/6/2023
Date

JONATHAN T. STORAGE
Assistant United States Attorney

4-6-23
Date