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

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May 24, 2022

FILED
AUG - 3 2022
RORY L. PERRY II, CLERK
U.S. District Court
Southern District of West Virginia

Wesley P. Page, Esq.
Federal Public Defender
300 Virginia Street E., Room 3400
Charleston, WV 25301

Re: United States v. Alexis Ransom
Criminal No. 2:22-cr-122 (USDC SDWV)

Dear Mr. Page:

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

1. **CHARGING AGREEMENT.** Ms. Ransom 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 one-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. Ransom will plead guilty to the single-count information which charges a violation of 18 U.S.C. § 1343 (Wire Fraud).

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

(a) Imprisonment for a period of 20 years;

(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

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(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. Ransom 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. Ms. Ransom 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. Ransom 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. Ransom.

5. **RESTITUTION**. Notwithstanding the offense of conviction, Ms. Ransom agrees that she owes restitution in the amount of $42,250.00 and agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Ms. Ransom further agrees as follows:

(a) Ms. Ransom 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. Ransom 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. Ransom 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, including:

(d) Ms. Ransom 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.

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6. **FORFEITURE.** Ms. Ransom hereby agrees as follows:

(a) To forfeit to the United States any and all property in Ms. Ransom's possession or under her control which constitutes proceeds of or is derived from the proceeds of the offense to which Ms. Ransom is agreeing to plead guilty, and is set forth in this information, namely a violation of 18 U.S.C. § 1343. Ms. Ransom further agrees not to contest a forfeiture money judgment in the amount of $42,250.00, which amount constitutes the proceeds of the violation set forth in the attached information;

(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.** Ms. Ransom 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. Ransom 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. Ransom further agrees not to object to the

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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. Ransom 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. Ransom 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. Ransom 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.

8. **COOPERATION**. Ms. Ransom 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, Ms. Ransom may have counsel present except when appearing before a grand jury. Further, Ms. Ransom agrees to be named as an unindicted co-conspirator and unindicted aider and abettor, as appropriate, in subsequent indictments or informations.

9. **USE IMMUNITY**. Unless this agreement becomes void due to a violation of any of its terms by Ms. Ransom, and except as expressly provided for in paragraph 11 below, 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. Ransom for any violations of federal or state laws. The United States reserves the right to prosecute Ms. Ransom for perjury

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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. Ransom stipulate and agree that the facts comprising the offense of conviction and relevant conduct include the facts outlined in the "Stipulation of Facts;" however, the "Stipulation of Facts" does not include all of facts as to the offense or relevant conduct. A copy of the "Stipulation of Facts," is attached hereto as "Plea Agreement Exhibit B."

Ms. Ransom 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 violation of 18 U.S.C. §~~2314~~ §1343 AR WP as alleged in the information and other relevant conduct, 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. Ransom or of any of her witnesses, or in rebuttal of any testimony introduced by her or on her behalf. Ms. Ransom 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. Ransom 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 Ms. Ransom agree that the following provisions of the United States Sentencing Guidelines apply to this case.

USSG §2B1.1

Base offense level (§ 2B1.1(a)(2))		7
Loss greater than $40,000, less than $95,000 (§ 2B1.1(b)(1)(D))	+	6
Adjusted offense level		13

The United States and Ms. Ransom acknowledge and understand that the Court and the

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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. Ransom 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. Ms. Ransom 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. § 1343 is unconstitutional, and (2) that Ms. Ransom's conduct set forth in the Stipulation of Facts (Plea Agreement Exhibit B) does not fall within the scope of the 18 U.S.C. § 1343. Ms. Ransom may appeal the following:

(a) a sentence that exceeds the maximum penalty prescribed by statute; and

(b) a decision by the District Court, pursuant to the Sentencing Guidelines or 18 U.S.C. § 3553(a), to make an "upward departure" or "upward variance" from the total offense level calculated by the District Court or the guideline range corresponding to that level.

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, except:

(a) a sentence that is below the minimum penalty, if any, prescribed by statute; and

(b) The United States may appeal a decision by the District Court, pursuant to the Sentencing Guidelines or 18 U.S.C. § 3553(a), to make a "downward departure" or "downward variance" from the total offense level calculated by the District Court or the guideline range corresponding to that level.

Ms. Ransom 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. Ransom knowingly and voluntarily waives all rights, whether asserted directly or buy 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. Ransom;

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

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

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

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

KATHLEEN E. ROBESON
Assistant United States Attorney

KER/dlh

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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.

Alexis Ransom
Alexis Ransom
Defendant

06/17/22
Date Signed

Wesley P. Page, Esq.
Counsel for Defendant

6/17/22
Date Signed

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v. **CRIMINAL NO. ______________**

ALEXIS RANSOM

STIPULATION OF FACTS

The United States and Alexis Ransom (hereinafter, "defendant" or "I" or "my") stipulate and agree that the facts comprising the offense of conviction in the single-count Information filed with the plea agreement in the Southern District of West Virginia Criminal No. ________, and the relevant conduct for that offense,[1] include the facts written below.

Coronavirus Relief Background

The Coronavirus Aid, Relief, and Economic Security ("CARES") Act was a federal law enacted in or around March 2020, and designed to provide emergency financial assistance to the millions of American who were suffering the economic effects caused by the COVID-19 pandemic. The CARES Act authorized the Small Business Administration ("SBA") to provide forgivable loans to small businesses for job retention and certain other expenses, through a program referred to as the Paycheck Protection Program ("PPP").

The PPP allowed qualifying small businesses and other organizations to receive PPP loans. Businesses were required to use PPP loan proceeds to cover payroll costs, interest on mortgages, rent and utilities. The PPP allowed interest and principal on the PPP loans to be entirely forgiven if the businesses spent the loan proceeds to cover these expenses within a designated time and used a certain specified percentage of the PPP loan proceeds on payroll expenses.

To obtain a 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.

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

A PPP loan application was processed by a participating lender. If a PPP loan application was approved, the participating lender funded the PPP loan using its own monies, which were 100% guaranteed by the SBA.

Defendant's Factual Basis for Plea

From March 27, 2021, to August 16, 2021, I knowingly defrauded and obtained money from a lender and the SBA. I applied for three PPP loans for my purported business, Alexis Renae Ransom, which I claimed did business under the tradenames of Renae Fashion Consulting LLC and Momma & Me Boutique. However, Alexis Renae Ransom, Renae Fashion Consulting LLC, and Momma & Me Boutique ~~were not legitimate businesses, and~~ had not engaged in substantial business activity on or before February 15, 2020. The same lender in California processed all three of my PPP loan applications. WP AR

At the beginning of April 2021, I submitted my first PPP application on behalf of Renae's Fashion Consulting LLC for a PPP loan in the amount of $13,937.50. As part of the PPP application, I falsely represented that Renae's Fashion Consulting LLC received $66,900 in gross income in 2020. I also falsely stated that Renae's Fashion Consulting LLC was established in 2019 and in operation on February 15, 2020. I submitted a false IRS Form 1040, Schedule C for the Profit or Loss from a Business ("Form 1040") for the year 2020 with my PPP application. The Form 1040 also falsely stated that Renae's Fashion Consulting LLC earned $66,900 in gross income during 2020. My PPP loan application was approved, and I received $13,937.50 via ACH transfer from a lender located in California on or about April 16, 2021. The $13,937.50 ACH transfer traveled through interstate commerce because the transfer originated in California, and the funds were electronically deposited in my bank account held in Logan, West Virginia.

About two weeks later, I applied for a second PPP loan on behalf of Renae's Fashion Consulting LLC for another $13,937.50. On the second PPP loan application, I again falsely stated that Renae's Fashion Consulting LLC was established in 2019 and was in operation on February 15, 2020. I also falsely represented that Renae's Fashion Consulting LLC earned $66,900 in gross income in 2019. My PPP loan application was approved, and I received $13,937.50 via ACH transfer from a lender located in California on or about May 4, 2021. The $13,937.50 ACH transfer traveled through interstate commerce because the transfer originated in California and the funds were electronically deposited in my bank account held in Logan, West Virginia.

At the end of May 2021, I submitted a third PPP loan application on behalf of Momma & Me Boutique for a PPP loan in the amount of $14,375.00. As part of the PPP loan application, I falsely stated that Momma & Me earned $69,000 in gross income in 2019. My PPP loan application was approved and on or about June 8, 2021, I received $14,375.00 from a lender located in California. The $14,375.00 ACH transfer traveled through interstate commerce, because the transfer originated in California, and the funds were electronically deposited in my bank account held in Logan, West Virginia.

I applied to have all three PPP loans forgiven even though I had not spent the loan proceeds on permissible business expenses. The three PPP loans that I obtained on behalf of Alexis Renae

Ransom, Renae Fashion Consulting, LLC and Momma & Me Boutique were forgiven by the SBA on or about August 16, 2021.

The United States and I stipulate and agree that I received at least $42,250.00 in PPP funds from my wire fraud scheme. The United States and I also agree that Logan, Logan County, West Virginia is located within the Southern District of West Virginia.

Stipulated and agreed to:

Alexis Ransom
Alexis Ransom
Defendant

06/17/22
Date

Wesley P. Page, Esq.
Counsel for Defendant

6/17/22
Date

Kathleen Robeson
Kathleen Robeson
Assistant United States Attorney

8/3/22
Date

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

UNITED STATES OF AMERICA

v. **CRIMINAL NO. ____________**
18 U.S.C. § 1343

ALEXIS RANSOM

I N F O R M A T I O N

The United States Attorney Charges:

COUNT ONE

The Scheme to Defraud

1. From on or about April 2, 2021, through on or about August 16, 2021, at or near Logan, Logan County, West Virginia, and within the Southern District of West Virginia, defendant ALEXIS RANSOM, acting with the intent to defraud, did knowingly devise and intend to devise a scheme and artifice to defraud the Small Business Administration ("SBA") and a commercial lending institution (the "Lender"), and to obtain money and property from the SBA and the Lender by means of materially false and fraudulent pretenses, representations, and promises.

2. It was the purpose of the scheme to defraud for defendant ALEXIS RANSOM to unjustly enrich herself by fraudulently obtaining loan proceeds through the Paycheck Protection Program ("PPP"), a federal program that provided emergency financial assistance to the millions of American who were suffering the economic effects caused by the COVID-19 pandemic.

Background

At all times material to this Information:

3. Defendant ALEXIS RANSOM was a resident of Logan, Logan County, West Virginia, within the Southern District of West Virginia. She claimed to own, as the sole proprietor, a business called Alexis Renae Ransom, which she purported did business under the tradenames of Renae's Fashion Consulting LLC and Momma & Me Boutique.

4. The 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.

5. As part of this effort, the SBA enabled and provided for loans through banks, credit unions, and other lenders. These loans had government-backed guarantees.

6. The Coronavirus Aid, Relief, and Economic Security ("CARES") Act was a federal law enacted in or around March 2020, and designed to provide emergency financial assistance to the millions of American who were suffering the economic effects caused by the COVID-19 pandemic. One source of relief provided by the CARES Act was the authorization of up to $349 billion in forgivable loans to small businesses for job retention and certain other expenses, through a program referred to as the Paycheck Protection Program ("PPP"). In or around April 2020, Congress authorized over $300 billion in additional PPP funding.

7. The PPP allowed qualifying small businesses and other organizations to receive PPP loans. Businesses were required to use PPP loan proceeds to cover payroll costs, interest on mortgages, rent and utilities. The PPP allowed interest and principal on the PPP loans to be entirely

forgiven if the businesses spent the loan proceeds to cover these expenses within a designated time, and used a certain specified percentage of the PPP loan proceeds on payroll expenses.

8. To obtain a 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.

9. A PPP loan application was required to be processed by a participating lender. If a PPP loan application was approved, the participating lender funded the PPP loan using its own monies, which were 100% guaranteed by the SBA.

10. The Lender was a non-bank direct commercial lender that specialized in small business lending. The Lender was a non-bank PPP lender to small businesses. The Lender processed PPP loans nationwide and was headquartered in California. The Lender used a bank located in California to transfer the loan proceeds to small businesses via Automated Clearing House (ACH) deposits.

11. Defendant ALEXIS RANSOM maintained multiple personal bank accounts at two banks located in Logan, Logan County, West Virginia. Both banks had numerous branch offices throughout West Virginia and were financial institution as defined by 18 U.S.C. § 20.

Manner and Means for Carrying Out the Scheme

12. In the spring of 2021, defendant ALEXIS RANSOM applied for two PPP loans for Alexis Renae Ransom, which she purported did business under the tradename of Renae's Fashion

Consulting LLC, even though Renae's Fashion Consulting LLC was not ~~a legitimate business nor~~ eligible for the PPP loans.

13. In the summer of 2021, defendant ALEXIS RANSOM applied for a third PPP loan for Alexis Renae Ransom, which she purported did business under the tradename of Momma & Me Boutique, even though Momma & Me Boutique was not a legitimate business nor eligible for the PPP loan.

14. Renae's Fashion Consulting LLC had not engaged in substantial, legitimate business activity on or before February 15, 2020, nor had it generated $66,900 in gross income during 2019 or 2020.

15. Momma & Me Boutique had not engaged in substantial, legitimate business activity on or before February 15, 2020, nor had it generated $69,000 in gross income during 2019.

16. In the beginning of April 2021, defendant ALEXIS RANSOM submitted and caused the submission of an application to the SBA on behalf of Renae's Fashion Consulting LLC for a PPP loan in the amount of $13,937.50. The loan application listed defendant ALEXIS RANSOM as the owner of Renae's Fashion Consulting LLC.

17. On the PPP loan application, defendant ALEXIS RANSOM falsely represented that Renae's Fashion Consulting LLC had received $66,900 in gross income in 2020. Defendant ALEXIS RANSOM also falsely stated that Renae's Fashion Consulting LLC was established in 2019 and in operation on February 15, 2020.

18. Defendant ALEXIS RANSOM also submitted a false IRS Form 1040, Schedule C for the Profit or Loss from a Business ("Form 1040"), for the year 2020 as part of her PPP loan application.

19. The Form 1040 again falsely stated that Renae's Fashion Consulting LLC had earned $66,900 in gross income 2020.

20. A few days later, Renae's Fashion Consulting LLC's PPP loan application was approved. Defendant ALEXIS RANSOM signed the note to the SBA as the owner of Renae's Fashion Consulting LLC.

21. On or about April 16, 2021, the Lender sent $13,937.50 in PPP loan proceeds via an ACH transfer that originated in California and was deposited into defendant ALEXIS RANSOM's personal bank account in Logan, West Virginia.

22. Approximately two weeks later, defendant ALEXIS RANSOM, on behalf of Renae's Fashion Consulting LLC, applied for a second PPP loan with the Lender.

23. On the second PPP loan application, defendant ALEXIS RANSOM again used the false information that she provided the Lender on her first PPP loan, including the false representations that Renae's Fashion Consulting LLC was established in 2019, and was in operation on February 15, 2020. Defendant ALEXIS RANSOM also falsely represented that Renae's Fashion Consulting LLC earned $66,900 in gross income in 2019.

24. Renae's Fashion Consulting LLC's second PPP loan application was approved during the end of April 2021. Defendant ALEXIS RANSOM signed the note to the SBA as the owner of Renae's Fashion Consulting LLC.

25. On or about May 4, 2021, the Lender sent $13,937.50 in PPP loan proceeds via an ACH transfer that originated in California into defendant ALEXIS RANSOM's personal bank account in Logan, West Virginia.

26. Approximately one month later, defendant ALEXIS RANSOM applied for a third PPP loan with the Lender on behalf of Momma & Me Boutique.

27. At the end of May 2021, defendant ALEXIS RANSOM submitted and caused the submission of an application to the SBA on behalf of Momma & Me Boutique for a PPP loan in the amount of $14,375.00. The loan application listed defendant ALEXIS RANSOM as the owner of Momma & Me Boutique.

28. On the PPP loan application, defendant ALEXIS RANSOM falsely represented that the Momma & Me Boutique received $69,000 in gross income in 2020. Defendant ALEXIS RANSOM also falsely stated that Momma & Me Boutique was established in 2019 and in operation on February 15, 2020.

29. Defendant ALEXIS RANSOM also submitted a false Form 1040 for the year 2019 as part of her PPP loan application that was purportedly for the Momma and Me Boutique.

30. The Form 1040 again falsely stated that the Momma & Me Boutique had earned $69,000 in gross income 2019.

31. A few days later, Momma & Me Boutique's PPP loan application was approved. Defendant ALEXIS RANSOM signed the note to the SBA as the owner of Momma & Me Boutique.

32. On or about June 8, 2021, the Lender sent $14,375.00 in PPP loan proceeds via an ACH transfer that originated in California and was deposited into defendant ALEXIS RANSOM's personal bank account in Logan, West Virginia.

33. A few months later, defendant ALEXIS RANSOM on behalf of Alexis Renae Ransom, Renae Fashion Consulting LLC and Momma & Me Boutique applied to have the three PPP loans forgiven even though the loan proceeds had not been used on permissible business expenses as required by the terms of the PPP loans.

34. All three of defendant ALEXIS RANSOM's PPP loans obtained on behalf of Alexis Renae Ransom, Renae Fashion Consulting LLC, and Momma & Me Boutique were forgiven on or about August 16, 2021.

35. In this manner, from on or about March 27, 2021, through on or about August 16, 2021, defendant ALEXIS RANSOM defrauded the Lender and SBA out of approximately $42,250.00.

Wire Transmissions to Execute the Scheme to Defraud

36. On or about June 8, 2021, at or near Logan, Logan County, West Virginia, and within the Southern District of West Virginia and elsewhere, defendant ALEXIS RANSOM having devised and intending to devise the above-described scheme and artifice to defraud the SBA and the Lender, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, did knowingly transmit and caused to be transmitted by means of wire and radio communications in interstate commerce any writings, signs, signals, pictures, and sounds that is an ACH deposit of $14,375.00 from the Lender in California to her personal bank account in Logan, West Virginia.

All in violation of Title 18, United States Code, Section 1343.

NOTICE OF FORFEITURE

1. The allegations contained in this Information are hereby re-alleged and incorporated by reference for the purpose of giving notice of forfeiture pursuant to 18 U.S.C. §§ 981, 982 and 28 U.S.C. § 2461(c).

2. Notice is hereby given of 18 U.S.C. §§ 981, 982 and 28 U.S.C. § 2461(c). Under Section 2461(c), criminal forfeiture is applicable to any offenses for which forfeiture is authorized by any other statute, including, but not limited to 18 U.S.C. §§ 981, 982 and all specified unlawful activities listed or referenced in 18 U.S.C. § 1956(c)(7), which are incorporated as to proceeds by Section 981(a)(1)(C).

The following property is subject to forfeiture in accordance with Section 982 and/or 2461(c):

a. All property which constitutes or is derived from proceeds of the violations set forth in this Information;

b. All property involved in such violations or traceable to property involved in such violations; and

c. If, as set forth in 21 U.S.C. § 853(p), any property described in (a) or (b) cannot be located upon the exercise of due diligence, has been transferred or sold to, or deposited with, a third party, has been placed beyond the jurisdiction of the court, has been substantially diminished in value, or has been commingled with other property which cannot be divided without difficulty, all other property of the defendant's to the extent of the value of the property described in (a) and (b).

The following property is subject to forfeiture on one or more grounds stated above: a forfeiture money judgment in the amount of approximately $42,250.00, such amount constituting the proceeds of the violations set forth in this Information.

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