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DISTRICT OF MARYLAND
BY _____________Deputy

U.S. Department of Justice

United States Attorney
District of Maryland
Northern Division

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November 3, 2023

Christopher C. Nieto, Esquire
Law Offices of Christopher C. Nieto, LLC
1 North Charles St, Suite 1301
Baltimore, MD 21201

Re: *United States v. Tomeka Glenn*, Crim. No: RDB-23-027

Dear Counsel:

This letter, together with the Sealed Supplement, confirms the plea agreement (this "Agreement") that has been offered to your client, Tomeka Glenn (hereinafter "Defendant"), by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have the Defendant execute it in the spaces provided below. If this offer has not been accepted by November 17, 2023, it will be deemed withdrawn. The terms of the Agreement are as follows:

Offense of Conviction

1. The Defendant agrees to plead guilty to Count One of the Indictment, which charges the Defendant with Wire Fraud Conspiracy, in violation of 18 U.S.C. § 1349. The Defendant admits that the Defendant is, in fact, guilty of the offense and will so advise the Court.

Elements of the Offense (Wire Fraud Conspiracy)

2. The elements of the offense to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows:

That on or about the dates alleged in the Indictment, in the District of Maryland,

a. Two or more persons agreed to try to accomplish a common and unlawful plan to commit the crime of Wire Fraud, as charged in the Indictment—that is:

b. transmitting or causing to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing a scheme or artifice to defraud,

c. having devised or intended to devise the scheme or artifice to defraud or to obtain money or property by means of false or fraudulent pretenses, representations, or promises, and

d. the Defendant knew the unlawful purpose of the plan and willfully joined it.

Penalties

3. The maximum penalties provided by statute for the offense to which the Defendant is pleading guilty are as follows:

Count	Statute	Minimum Prison	Maximum Prison	Supervised Release	Maximum Fine	Special Assessment
1	18 U.S.C. § 1349	N/A	20 years	3 years	$250,000 or twice the gain or loss from the offense	$100

a. Prison: If the Court orders a term of imprisonment, the Bureau of Prisons has sole discretion to designate the institution at which it will be served.

b. Supervised Release: If the Court orders a term of supervised release, and the Defendant violates the conditions of supervised release, the Court may order the Defendant returned to custody to serve a term of imprisonment as permitted by statute, followed by an additional term of supervised release.

c. Restitution: The Court may order the Defendant to pay restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664.

d. Payment: If a fine or restitution is imposed, it shall be payable immediately, unless the Court orders otherwise under 18 U.S.C. § 3572(d). The Defendant may be required to pay interest if the fine is not paid when due.

e. Forfeiture: The Court may enter an order of forfeiture of assets directly traceable to the offense, substitute assets, and/or a money judgment equal to the value of the property subject to forfeiture.

f. Collection of Debts: If the Court imposes a fine or restitution, this Office's Financial Litigation Unit will be responsible for collecting the debt. If the Court establishes a schedule of payments, the Defendant agrees that: (1) the full amount of the fine or restitution is nonetheless due and owing immediately; (2) the schedule of payments is 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; and (3) the United States may fully employ all powers to collect on the total amount of the debt as provided by law. Until the debt is paid, the Defendant agrees to disclose all assets in which the Defendant has any interest or over which the Defendant exercises direct or indirect control. Until the money judgment is satisfied, the Defendant authorizes this Office to obtain a credit report in order to evaluate the Defendant's ability to pay, and to request and review the Defendant's federal and state income tax returns. The Defendant agrees to complete and sign a copy of IRS Form 8821 (relating to the voluntary disclosure of federal tax return information) and a financial statement in a form provided by this Office.

Waiver of Rights

4. The Defendant understands that by entering into this Agreement, the Defendant surrenders certain rights as outlined below:

a. If the Defendant had pled not guilty and persisted in that plea, the Defendant would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the Government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the Government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in defense, however, the Defendant would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in the Defendant's own defense if the Defendant so chose, and the Defendant would have the right to refuse to testify. If the Defendant chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from the Defendant's decision not to testify.

e. If the Defendant were found guilty after a trial, the Defendant would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that the Defendant may have to answer the Court's questions both about the rights being given up and about the facts of the case. Any statements that the Defendant makes during such a hearing would not be admissible against the Defendant during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, the Defendant will be giving up the right to file and have the Court rule on pretrial motions, and there will be no further trial or proceeding of any kind in the above-referenced criminal case, and the Court will find the Defendant guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status, including possible denaturalization. The Defendant recognizes that if the Defendant is not a citizen of the United States, or is a naturalized citizen, pleading guilty may have consequences with respect to the Defendant's immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including the Defendant's attorney or the Court, can predict with certainty the effect of a conviction on immigration status. The Defendant is not relying on any promise or belief about the immigration consequences of pleading guilty. The Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any potential immigration consequences.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. § 3551-3742 (excepting 18 U.S.C. § 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant stipulate and agree to the Statement of Facts set forth in Attachment A, which is incorporated by reference herein.

Count One (Wire Fraud Conspiracy)

a. This Office and the Defendant further agree that the applicable base offense level is **7 (seven)** pursuant to United States Sentencing Guidelines ("U.S.S.G.") §§ 2B1.1(a)(1), and 2X1.1.

b. This Office and the Defendant further agree that there is an **18 (eighteen)** level increase, pursuant to U.S.S.G. § 2B1.1(b)(1)(J), because the loss amount was more than $3,500,000 but less than $9,500,000 (subtotal: **25)**

c. This Office and the Defendant further agree that there is a **2 (two)** level increase pursuant to U.S.S.G. § 2B1.1(b)(10)(C) because the offense involved sophisticated means and the defendant intentionally engaged in or caused the conduct constituting sophisticated means (subtotal: **27**).

d. This Office and the Defendant further agree that there is a **2 (two)** level increase pursuant to U.S.S.G. § 2B1.1(b)(12) because the offense involved conduct described in 18 U.S.C. § 1040 (subtotal: **29**).

e. This Office does not oppose a 2 (two) level reduction in the Defendant's adjusted offense level pursuant to U.S.S.G. § 3E1.1(a), based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for the Defendant's criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional 1 (one) level decrease in recognition of the Defendant's timely notification of the Defendant's intention to enter a plea of guilty. This Office may oppose any adjustment for acceptance of responsibility under U.S.S.G. § 3E1.1(a) and may decline to make a motion pursuant to U.S.S.G. § 3E1.1(b), if the Defendant: (i) fails to admit each and every item in the factual stipulation; (ii) denies involvement in the offense; (iii) gives conflicting statements about the Defendant's involvement in the offense; (iv) is untruthful with the Court, this Office, or the United States Probation Office; (v) obstructs or attempts to obstruct justice prior to sentencing; (vi) engages in any criminal conduct between the date of this Agreement and the date of sentencing; (vii) attempts to withdraw the plea of guilty; or (viii) violates this Agreement in any way.

f. Thus, the final anticipated adjusted offense level **26**.

7. There is no agreement as to the Defendant's criminal history and the Defendant understands that the Defendant's criminal history could alter the Defendant's offense level. Specifically, the Defendant understands that the Defendant's criminal history could alter the final offense level if the Defendant is determined to be a career offender or if the instant offense was a part of a pattern of criminal conduct from which the Defendant derived a substantial portion of the Defendant's income.

8. Other than as set forth above, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines are in dispute or will be raised in calculating the advisory guidelines range.

Obligations of the Parties

9. At the time of sentencing, this Office and the Defendant reserve the right to advocate for a reasonable sentence, period of supervised release, and/or fine considering any appropriate factors under 18 U.S.C. § 3553(a). This Office and the Defendant reserve the right to bring to the Court's attention all information with respect to the Defendant's background, character, and conduct that this Office or the Defendant deem relevant to sentencing, including the conduct that is the subject of any counts of the Indictment. At the time of sentencing, this Office will move to dismiss any open counts against the Defendant.

Waiver of Appeal

10. In exchange for the concessions made by this Office and the Defendant in this Agreement, this Office and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or any other statute or constitutional provision, to appeal the Defendant's conviction on any ground whatsoever. This includes a waiver of all right to appeal the Defendant's conviction on the ground that the statute(s) to which the Defendant is pleading guilty is unconstitutional, or on the ground that the admitted conduct does not fall within the scope of the statute(s), to the extent that such challenges legally can be waived.

b. The Defendant and this Office knowingly and expressly waive all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed (including any term of imprisonment, fine, term of supervised release, or order of restitution) for any reason (including the establishment of the advisory sentencing guidelines range, the determination of the Defendant's criminal history, the weighing of the sentencing factors, and any constitutional challenges to the calculation and imposition of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release), except as follows:

i. The Defendant reserves the right to appeal any sentence that exceeds the statutory maximum; and

ii. This Office reserves the right to appeal any sentence below a statutory minimum.

c. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Forfeiture

11. The Defendant understands that the Court may enter an Order of Forfeiture as part of the Defendant's sentence, and that the Order of Forfeiture may include assets directly traceable to the offense(s), substitute assets, and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offenses.

12. Specifically, but without limitation on the Government's right to forfeit all property subject to forfeiture as permitted by law, the Defendant agrees to forfeit to the United States all of the Defendant's right, title, and interest in the following items that the Defendant agrees constitute money, property, and/or assets derived from or obtained by the Defendant as a result of, or used to facilitate the commission of, the Defendant's illegal activities:

a. All monies held in Bank of America Account 4460-3477-3093 in the name of For Keepsake Investment Realty, including but not limited to $147,020.86;

b. a money judgment in the amount of at least $700,726.50;

c. a 2021 Mercedes-Benz S580, VIN # W1K6G7GB0MA038694;

d. Diamond Miami Cuban Link Chain with 31.5 carats of VS1 diamonds;

e. the following items seized during the execution of a search warrant at Defendant's residence on January 6, 2023:

   i. $12,660 in United States currency;

   ii. Silver Color Watch with Clear Gemstones and writing "Cartier", (FBI Evidence Barcode E7045207);

   iii. Silver Color Watch with Clear Gemstones and writing "Breitling", (FBI Evidence Barcode E7045208); and

iv. Various pieces of foreign currency including Vietnamese Dong and Iraqi Dinar with a total approximate value of $5,956.75 as of the date of their seizure on January 6, 2023.

13. The Defendant also agrees that, due to her acts or omissions, the total proceeds she obtained as a result of the scheme to defraud are not currently available to the Government for forfeiture, and therefore the Government is entitled to substitute assets because one or more of the conditions of 21 U.S.C. § 853(p) have been met. The Defendant agrees to forfeit to the United States all of the Defendant's right, title, and interest in the following properties that constitute substitute assets:

a. a yellow diamond engagement ring (3.03 carats, VVS1 clarity) surrounded by 2 carats of diamond accent stones, set in white gold;

b. Rolex Day Date 41MM watch with a 28.75 carat diamond dial bezel, SN: G773850; and

c. Cartier Skeleton 40MM watch with 33.75 carat diamond bezel, SN: 11424ZX.

14. If specific direct or substitute assets are forfeited and liquidated, any net proceeds of the asset shall be applied to the money judgment. The Defendant acknowledges that, due to her acts or omissions, the total proceeds he obtained as a result of the scheme to defraud are not available to the government for forfeiture, and the government is entitled to the forfeiture of substitute assets because at least one of the conditions in 21 U.S.C. § 853(p) has been met.

15. The Defendant agrees to consent to the entry of orders of forfeiture for the property described herein and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2, and 43(a) regarding notice of the forfeiture in the charging instrument, advice regarding forfeiture during the change of plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

16. The Defendant agrees to assist fully in the forfeiture of the above property. The Defendant agrees to disclose all assets and sources of income, to consent to all requests for access to information related to assets and income, and to take all steps necessary to pass clear title to the forfeited assets to the United States, including executing all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are made available for forfeiture.

17. The Defendant waives all challenges to any forfeiture carried out in accordance with this Agreement on any grounds, including any and all constitutional, legal, equitable, statutory, or administrative grounds brought by any means, including through direct appeal, habeas corpus petition, or civil complaint. The Defendant will not challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this Agreement, and will not assist any third party with any challenge or review or any petition for remission of forfeiture.

Abandonment

18. The Defendant knowingly and voluntarily waives any right, title, and interest in the following property (the "Abandoned Property") and consents to its federal administrative disposition, official use, and/or destruction:

a. Ruger SR9C firearm 334-10383;

b. 9mm ammunition (17 count);

c. 9mm ammunition (17 count);

d. Glock 22 firearm SN: RF345;

e. Glock 23 firearm SN: AAMW460;

f. .40 caliber ammunition (15 count);

g. .40 caliber ammunition (12 count);

h. Glock 17 firearm, SN: VXN775;

i. Armor Express bulletproof vest, SN: 2001072709.

19. The Defendant understands that she would have a right to file a claim to the Abandoned Property under 41 C.F.R. § 128-48.102-1 and waives her right to claim the Abandoned Property under 41 C.F.R. § 128-48.503. The Defendant agrees not to contest the vesting of title of the Abandoned Property in the United States Government and agrees to unconditionally release and hold harmless the United States Government, its officers, employees, and agents, from any and all claims, demands, damages, causes of actions, suits, of whatever kind and description, and wheresoever situated, that might now exist or hereafter exist by reason of or growing out of or affecting, directly or indirectly, the seizure or waiver of ownership interest in the Abandoned Property. The Defendant agrees to execute any documents as necessary to the waiver of right, title and interest in the Abandoned Property, including any forms necessary to effect the Defendant's waiver of ownership interest.

Collection of Financial Obligations

20. The Defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. If restitution is not paid by the date of sentencing, in order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the Defendant agrees to disclose fully all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party. If restitution is not paid by the date of sentencing, the Defendant will promptly submit a completed financial statement to the United States Attorney's Office, in a form this Office prescribes and as it directs. The Defendant promises that any financial statement and disclosures the Defendant submits will be complete, accurate and truthful, and understands that any willful

falsehood on the financial statement will be a separate crime and may be punished under 18 U.S.C.§ 1001 by an additional five years' incarceration and fine.

Defendant's Conduct Prior to Sentencing and Breach

21. Between now and the date of the sentencing, the Defendant will not engage in conduct that constitutes obstruction of justice under U.S.S.G. § 3C1.1; will not violate any federal, state, or local law; will acknowledge guilt to the probation officer and the Court; will be truthful in any statement to the Court, this Office, law enforcement agents, and probation officers; will cooperate in the preparation of the presentence report; and will not move to withdraw from the plea of guilty or from this Agreement.

22. If the Defendant engages in conduct prior to sentencing that violates the above paragraph of this Agreement, and the Court finds a violation by a preponderance of the evidence, then: (i) this Office will be free from its obligations under this Agreement; (ii) this Office may make sentencing arguments and recommendations different from those set out in this Agreement, even if the Agreement was reached pursuant to Rule 11(c)(1)(C); and (iii) in any criminal or civil proceeding, this Office will be free to use against the Defendant all statements made by the Defendant and any of the information or materials provided by the Defendant, including statements, information, and materials provided pursuant to this Agreement, and statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure. A determination that this Office is released from its obligations under this Agreement will not permit the Defendant to withdraw the guilty plea. The Defendant acknowledges that the Defendant may not withdraw the Defendant's guilty plea—even if made pursuant to Rule 11(c)(1)(C)—if the Court finds that the Defendant breached the Agreement. In that event, neither the Court nor the Government will be bound by the specific sentence or sentencing range agreed and stipulated to herein pursuant to Rule 11(c)(1)(C).

Restitution

23. The Defendant agrees to the entry of a restitution order for the full amount of the victims' losses. The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663 and 3663A and 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation, which the parties stipulate is at least $3,016,375.72. The total amount of restitution shall be due immediately and shall be ordered to be paid forthwith. Any payment schedule imposed by the Court establishes only a minimum obligation. Defendant will make a good faith effort to pay any restitution. Regardless of Defendant's compliance, any payment schedule does not limit the United States' ability to collect additional amounts from Defendant through all available collection remedies at any time. The Defendant further agrees that the Defendant will fully disclose to this Office, the probation officer, and to the Court, subject to the penalty of perjury, all information (including but not limited to copies of all relevant bank and financial records) regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this Agreement, and this Office may seek to be relieved of its obligations under this Agreement.

Court Not a Party

24. The Court is not a party to this Agreement. The sentence to be imposed is within the sole discretion of the Court. The Court is not bound by the Sentencing Guidelines stipulation in this Agreement. The Court will determine the facts relevant to sentencing. The Court is not required to accept any recommendation or stipulation of the parties. The Court has the power to impose a sentence up to the maximum penalty allowed by law. If the Court makes sentencing findings different from those stipulated in this Agreement, or if the Court imposes any sentence up to the maximum allowed by statute, the Defendant will remain bound to fulfill all of the obligations under this Agreement. Neither the prosecutor, defense counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

Entire Agreement

25. This letter, together with the Sealed Supplement, constitutes the complete plea agreement in this case. This letter, together with the Sealed Supplement, supersedes any prior understandings, promises, or conditions between this Office and the Defendant. There are no other agreements, promises, undertakings, or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement. No changes to this Agreement will be effective unless in writing, signed by all parties and approved by the Court.

If the Defendant fully accepts each and every term and condition of this Agreement, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

Erek L. Barron
United States Attorney

Paul A. Riley
Assistant United States Attorney

I have read this Agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

12/20/23
Date

Tomeka Glenn
Defendant

I am the Defendant's attorney. I have carefully reviewed every part of this Agreement, including the Sealed Supplement with the Defendant. The Defendant advises me that the

Defendant understands and accepts its terms. To my knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

12/20/23
Date

Christopher C. Nieto, Esq.
Counsel to Defendant

ATTACHMENT A

STIPULATION OF FACTS

The undersigned parties stipulate and agree that if this case had proceeded to trial, this Office would have proven the following facts beyond a reasonable doubt. The undersigned parties also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this matter proceeded to trial.

Defendant Tomeka Glenn a/k/a Tomeka Harris a/k/a Tomeka Davis, born March 1976, is a resident of Baltimore County, Maryland. Beginning in June 2020 and continuing through March 2021 in the District of Maryland, Defendant and various co-conspirators engaged in a scheme to defraud financial institutions, including Cross River Bank, Fundbox, Eastern Savings Bank, and the United States Small Business Administration (SBA), to obtain and attempt to obtain fraudulent loans for various entities under the Paycheck Protection Program (PPP), which was part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and under the Economic Injury Disaster Loan (EIDL) program.

For the purpose of executing and attempting to execute this scheme to defraud, Defendant and her co-conspirators knowingly and willfully transmitted and caused to be transmitted by means of wire communications, in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, in violation of 18 U.S.C. §§ 1349, 1343.

Defendant prepared numerous false and fraudulent EIDL and PPP loan applications for various businesses (including some that did not exist in any legitimate capacity) and that included false information concerning, among other things, number of employees, monthly payroll costs, and revenue. The PPP applications also routinely included false and fraudulent Internal Revenue Service ("IRS") tax forms and bank statements, which were submitted by Defendant to substantiate the false representations made in the applications.

Defendant received kickback payments from the loan borrowers in exchange for her assistance in connection with the submission of fraudulent PPP and EIDL applications, ultimately receiving more than $400,000 in kickbacks in connection with the scheme. These kickbacks amounted to 10% to 20% of the loan amount.

In total, the kickback scheme resulted in the disbursement of at least $2,715,649.12 in fraudulently obtained PPP and EIDL funds in connection with 23 fraudulent PPP and EIDL loans.

Moreover, Defendant and her co-defendant and fiancé received $300,726.50 in PPP/EIDL funds for various entities that they controlled, and Defendant attempted to obtain $601,511.20 in additional fraudulent PPP and EIDL funds too.

Defendant's crimes are discussed in further detail below.

Fraudulent Applications For Businesses Associated With Defendant And Davis

Defendant submitted multiple false and fraudulent EIDL and PPP loan applications in connection with various business entities that she and her fiancé and co-defendant Kevin Davis controlled or otherwise had an interest—K'Dons Vanity Décor, Epoxy By S.H.E., TD Innovative Consulting, and For Keepsake Investment Realty Corp.

The submission of these applications resulted in multiple interstate wires from Maryland to Virginia—the location of the SBA's servers. Information about each of these fraudulent loan submissions is set forth in the below table:

Entity	**SBA Loan Type**	**Loan Amount**	**Funded Date**
Kdonsvanity décor [sic]	EIDL	$45,000	N/A – did not fund
Kdonsvanity décor [sic]	EIDL advance	$10,000.00	6/23/2020
K'Dons Vanity Décor	PPP (Fundbox)	$70,357.50	6/23/2020
TD Innovative Consulting	EIDL	$108,500	N/A – did not fund
Kaydon vanity décor [sic]	EIDL	$116,500	N/A – did not fund
Epoxy By S.H.E. LLC	EIDL	$113,200	N/A – did not fund
Epoxy By S.H.E. LLC	PPP	$141,311.20	N/A – did not fund
Tomeka Glenn	EIDL	$12,000	N/A – did not fund
For Keepsake Investment Realty LLC	EIDL advance	$10,000	7/2/2020
For Keepsake Investment Realty LLC	EIDL	$65,000	7/15/2020
For Keepsake Investment Realty LLC	EIDL – MOD 1	$65,000.00	N/A – did not fund
For Keepsake Investment Realty LLC	PPP	$145,369	3/6/2021
Total Received		$300,726.50	
Total Attempted		$601,511.20	
Total Received & Attempted		**$902,237.70**	

The EIDL applications associated with each of the above EIDLs contained multiple material misrepresentations concerning each business's operation, gross revenues and operating expenses, and each application resulted in the disbursement of funds to bank accounts controlled by Defendant and, as to For Keepsake Investment Realty, Davis and Defendant.

Likewise, the PPP applications associated with each of the above PPP loans contained multiple material misrepresentations concerning, among other things, each business's operations, number of employees, and wages paid, and each application resulted in the disbursement of funds to bank accounts controlled by Defendant, as to For Keepsake Investment Realty, Davis and Defendant.

The PPP applications likewise contained false and fraudulent United States Internal Revenue Service ("IRS") Forms 940 (Employer's Annual Federal Unemployment Tax Return), W-3 (Transmittal of Wage and Tax Statements) and 941 (Employer's Quarterly Federal Tax Return) created by Defendant which contained multiple material misrepresentations including the number of employees of each business and the wages paid; this information was used to substantiate information in the PPP loan applications.

IRS records indicated that there was no record of business tax filings for any of K'Don's Vanity Décor LLC, Epoxy By S.H.E., or For Keepsake Investment Realty for the tax years 2019 or 2020. Moreover, the Maryland Department of Labor has no record of any of these entities ever paying wages to any employee, including Defendant and Davis.

Loan Kickback Scheme

In addition to obtaining fraudulent PPP and EIDL funds for her own businesses, Defendant engaged in a scheme to assist other co-conspirators with obtaining EIDL and PPP loans for various businesses (some of which were not in operation at all) in exchange for a kickback payment. Defendant would receive a kickback (typically ranging from 10% to 20% of the fraudulent loan amount) in exchange for her services of preparing and submitting the fraudulent applications.

These applications grossly inflated the numbers of employees and grossly inflated monthly payroll costs of the businesses. The PPP applications contained various false and fraudulent IRS records prepared by Defendant that were included with the applications to support the payroll figures included in the fraudulent PPP applications, including false IRS Forms 940, W-3 and 941 for the businesses.

The purpose of the false and fraudulent IRS Forms was to circumvent the requirement of SBA-approved lenders that prospective borrowers submit documentation to support the payroll figures that served as the basis for the PPP loan amount.

The PPP applications likewise contained false and fraudulent February 2020 bank statements prepared by Defendant, which were meant to circumvent the requirement of SBA-approved lenders that prospective borrowers submit documentation to support the certification that the business was in operation on February 15, 2020.

The EIDL applications contained multiple material misrepresentations concerning each business's operations, gross revenues and operating expenses.

Defendant charged the loan recipients a fee for her services in connection with each fraudulent loan application. In order to conceal the nature of her scheme, Defendant laundered the kickback payments through bank accounts she controlled—bank accounts in the name of Tomeka Glenn, TD Innovative Consulting, and K'Don's Vanity Décor. She also, on a few occasions, received cash payments from the loan recipients rather than checks.

The kickback payments were structured by Defendant and made in a manner to conceal the nature and total amount of the payments, and created the appearance that the payments were for legitimate business purposes—including by containing memos that indicated falsely that the payments were for business related purposes. For example, Defendant directed the loan recipients to include memos such as "décor", "design" and "consulting" on the kickback checks that were laundered through Defendant's K'Dons Vanity Décor and TD Innovative Consulting accounts.

In connection with some of the fraudulently obtained PPP and EIDL loans, Defendant also assisted the loan recipients with setting up bank accounts—at times steering the loan recipients to the same bank branch to open their accounts.

The kickback scheme resulted in the disbursement of at least $2,715,649.12 in fraudulently obtained PPP and EIDL funds in connection with 23 fraudulent PPP and EIDL loans.

Defendant received more than $400,000 in kickbacks in exchange for her work—in addition to the $300,726.50 she received in connection with fraudulent PPP and EIDL applications discussed above.

Defendant used the fraudulently obtained funds to pay for a luxury vacation at a resort in Jamaica, to purchase a 2021 Mercedes-Benz S580 sedan valued at $148,171.60 (VIN #

W1K6G7GB0MA038694), to buy jewelry such as a Diamond Miami Cuban Link Chain with 31.5 carats of VS1 diamonds, with an appraised value of $61,600 (purchased on or about July 30, 2020), as well as numerous other luxury goods, including items from Luis Vuitton, Neiman Marcus, Dior, Cartier, Gucci, Chanel, and Hermes.

Moreover, at the time of the scheme, neither Defendant, nor Davis had any legitimate source of income, and in May 2020, each applied for unemployment insurance benefits in the State of Maryland.

Search Warrant and Arrest of Defendant and Davis

On January 6, 2023, law enforcement executed a search warrant at the residence of Davis and Defendant located on Claybrooke Drive in Windsor Mill. The residence contained numerous luxury items purchased using funds obtained in connection with Defendant's scheme, including shoes, clothing, purses, jewelry, and watches.

Law enforcement seized various items that constituted proceeds of Defendant's scheme, including $12,660 in United States Currency, various pieces of foreign currency, and the Diamond Miami Cuban Link Chain referenced above.

During the search, law enforcement likewise seized an Armor Express bulletproof vest, SN: 2001072709, ammunition, and four firearms from the residence—a stolen Ruger SR9C firearm 334-10383, a Glock 22 firearm SN: RF345, a Glock 23 firearm SN: AAMW460, and Glock 17 firearm, SN: VXN775. Both Defendant and Davis were prohibited from possessing firearms, and Defendant in particular had in the past sustained multiple state and federal convictions.

Law enforcement had earlier in connection with the investigation seized pursuant to Court-authorized seizure order all monies held in Bank of America Account 4460-3477-3093 in the name of For Keepsake Investment Realty, including at least $147,020.86.

Defendant and her co-conspirators executed the fraud scheme discussed herein, in part, through the use of mobile phones, the internet, multiple email accounts, and bank deposits and transfers, all of which involved interstate wires, and Defendant and her co-conspirators were in Maryland when they transmitted wires to execute the scheme.

SO STIPULATED:

12/20/23
Date

Tomeka Glenn
Defendant

12/20/23
Date

Christopher C. Nieto, Esq.
Counsel to Defendant

Paul A. Riley
Assistant United States Attorney