UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 22-80118-CR-MIDDLEBROOKS/MATTHEWMAN

UNITED STATES OF AMERICA

v.

JOSE RAUL AMARO,

Defendant.

FACTUAL PROFFER

If this matter had gone to trial, the United States would have proven the following facts beyond a reasonable doubt, which occurred in the Southern District of Florida and elsewhere:

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

In order to obtain a PPP loan, a qualifying business submitted a PPP loan application, which was signed by an authorized representative of the business. The PPP loan application required the business to acknowledge the program rules and make certain affirmative certifications in order to be eligible to obtain the loan. In the PPP loan application, the small business was required to provide, among other things, its average monthly payroll expenses and number of employees, which were used to calculate the amount of money the small business was eligible to receive.

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, and the loan was 100% guaranteed by the SBA. PPP loan proceeds were required to be used by the business to pay expenses necessary to continue the operations of the business, including the payroll costs of employees, interest on mortgages, rent, and utilities. The interest and principal on the PPP loan could be entirely forgiven if the business spent the loan proceeds on these expense items within a designated period of time and used a defined portion of the loan proceeds on payroll expenses.

On or about June 4, 2020, **JOSE RAUL AMARO** allowed the submission of a PPP loan application on behalf of his company, JR Amaro Flooring, LLC, to Bank of America (BofA). Specifically, **AMARO** gave his name, social security number, date of birth, mailing address, and email address, and the bank account routing number for JR Amaro Flooring to co-defendant Yunior BARRERA ALMAGUER (BARRERA), who then had an unindicted co-conspirator use interstate wire communications to electronically view and sign a PPP Loan Application Form on behalf of JR Amaro Flooring, which falsely represented that the company had 23 employees and an average monthly payroll of $165,600 each month. In actuality, JR Amaro Flooring had only one employee, **AMARO**.

On or about June 8, 2020, based on the false information provided in the loan application, the bank approved the loan and transferred $414,000 in PPP funds via interstate wire communication to JR Amaro Flooring's account at BofA, for which **AMARO** was the only signatory. Bank records showed that JR Amaro Flooring's bank account at BofA had a balance of approximately $725 on June 5, 2020, and there was no evidence of payroll payments to employees for JR Amaro Flooring prior to receipt of the PPP funds. **AMARO** discovered that BARRERA had applied for the PPP loan on behalf of JR Amaro Flooring and made these false representations, but kept the PPP funds.

BARRERA told **AMARO** to expect the PPP funds to arrive in **AMARO's** BofA account. BARRERA instructed **AMARO** to give him blank, pre-signed checks drawn on the account so that BARRERA could access the PPP funds, which **AMARO** did. **AMARO** also wrote checks on the account at BARRERA's direction. Between June 8 and June 25, 2020, **AMARO** was aware that BARRERA laundered the PPP funds, by either writing checks (or directing **AMARO** to write checks) to entities or individuals who were not associated with JR Amaro Flooring, or by making large cash withdrawals. For example, on June 17 and June 24, 2020, BARRERA directed **AMARO** to write checks in the amounts of $14,800 and $11,625 respectively from JR Amaro Flooring's BofA account using monies from the PPP loan as described above to Company 1, which was controlled by an unindicted co-conspirator. After receiving these checks, Company 1 deposited them in Miami-Dade County into its own account at BofA, followed by which Company 1 wrote checks sending the funds directly to BARRERA. **AMARO** also received a portion of the unlawfully obtained

PPP funds from BARRERA as payment for his role in the money laundering.

At all times relevant to the offense conduct, Bank of America was a bank the deposits of which were insured by the Federal Deposit Insurance Corporation, and which was engaged in, and the activities of which affected, interstate and foreign commerce.

The parties agree that these facts, which do not include all facts known to the United States and **AMARO**, are sufficient to prove the offense to which **AMARO** is pleading guilty.

Respectfully submitted,

JUAN ANTONIO GONZALEZ
UNITED STATES ATTORNEY

Date: 11-14-2022 By: Susan Osb

SUSAN OSBORNE
ASSISTANT UNITED STATES ATTORNEY

Date: 17 Nov 22 By: ______________________

OMAR JOHANSSON
ATTORNEY FOR DEFENDANT

Date: 17 Nov 22 By: ______________________

JOSE RAUL AMARO
DEFENDANT