UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	NO. 1:25 CR 46 SNLJ
v.	)	
	)	
SHANNA NIQUIA HUNT,	)	
	)	
Defendant.	)	

GUILTY PLEA AGREEMENT

Come now the parties and hereby agree, as follows:

1. PARTIES:

The parties are the defendant Shanna Niquia Hunt, represented by defense counsel Jason A. Korner, and the United States of America, (hereinafter "government"), represented by the Office of the United States Attorney for the Eastern District of Missouri. This agreement does not, and is not intended to, bind any governmental office or agency other than the United States Attorney for the Eastern District of Missouri. The Court is neither a party to nor bound by this agreement.

2. GUILTY PLEA:

Pursuant to Rule 11(c)(1)(A), Federal Rules of Criminal Procedure, in exchange for defendant's voluntary plea of guilty to the indictment, the government agrees that no further federal prosecution of the defendant will be brought in this District relative to the underlying facts supporting the charges in the indictment herein, of which the government is aware at this time. The defendant also agrees to pay $19,956.00 in restitution to the United States of America as a part of this plea.

Furthermore, the parties agree that either party may request a sentence above or below the U.S. Sentencing Guidelines range (combination of Total Offense Level and Criminal History Category) ultimately determined by the Court pursuant to any chapter of the Guidelines, Title 18 United States Code, Section 3553, or any other provision or rule of law not addressed herein. The parties further agree that notice of any such request will be given no later than ten (10) days prior to sentencing and that said notice shall specify the legal and factual bases for the request.

3. ELEMENTS:

The crime of making a false statement to a financial institution, as charged in Count I of the Indictment, has three elements, which are: *One*, the defendant knowingly made false statements, namely that the defendant was the owner of a qualifying small business, and that PPP loan proceeds would be spent on permissible expenses, to a financial institution; *Two*, the defendant made the false statement for the purpose of influencing the action of the financial institution upon an application for a PPP loan; and *Three*, that the financial institution was backed by the Small Business Administration at the time the statement was made.

The crime of wire fraud, as charged in Count II of the indictment, has four elements, which are: *One*, the defendant voluntarily and intentionally participated in a scheme to obtain money by means of material false representations, namely the submission of a fraudulent PPP Loan application, *Two*, the defendant did so with the intent to defraud; *Three*, the defendant used, or caused to be used, an interstate wire communication, that is, use of an internet loan application portal, in furtherance of some essential step in the scheme; and *Four*, the scheme affected a financial institution.

4. FACTS:

The parties agree that the facts in this case are as follows and that the Government would prove these facts beyond a reasonable doubt if the case were to go to trial. These facts may be considered as relevant conduct pursuant to Section 1B1.3:

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

To obtain a PPP loan, a qualifying business was required to submit a PPP loan application, signed by an authorized representative of the business who was required to certify that, among other things, the small business was in operation on February 15, 2020, and that SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rules, such as retaining workers, maintaining payroll, making mortgage interest payments, lease payments, and utility payments. The program also required the submission of certain documents related to the identity of the applicant and the expenses of the business, like payroll, that would be covered by the loans.

Shanna Hunt of Caruthersville, Pemiscot County Missouri was identified as a person who had filed via an interactive internet portal, which constitutes an interstate wire communication, a fraudulent application for a PPP loan with Benworth Capital Partners, LLC, of Coral Gables

Florida. Benworth was an SBA approved financial institution for the PPP Loan program. Shanna Hunt did not own or operate an eligible business and had submitted a fraudulent IRS Schedule C to obtain the loan. Shanna Hunt had also uploaded a copy of her photo and Missouri driver's license to the website to prove her identity. Shanna Hunt applied for a loan on April 30, 2021, and Benworth deposited the proceeds, $19,956.00 into her bank account on May 19, 2021.

Agents conducted a non-custodial interview of Shanna Hunt and asked her about her obtaining a PPP Loan. Hunt replied "I did it…I'm not gunna lie to y'all…I regret it." Hunt also admitted that the information on her IRS Schedule C was false, and that she could not tell agents one thing that she had spent the proceeds of the loan on. Hunt also said that she "kind of figured" getting a loan was against the law.

As a part of this plea the defendant admits that she knowingly made false statements to a financial institution for the purpose of obtaining a loan backed by the Small Business Administration. She also admits that she voluntarily and intentionally participated in a scheme to obtain money, affecting a financial institution, by means of making materially false representations via an interstate wire communication and that she did so with the intent to defraud.

5. STATUTORY PENALTIES:

The defendant understands that the maximum possible penalty as to each Count herein is not more than 30 years of imprisonment, a fine of not more than $1,000,000, or both a fine and imprisonment and a term of supervised release of not more than five years.

In the event defendant is subject to any undischarged or anticipated term of imprisonment imposed by any court, defendant has been apprised by counsel that the sentence imposed in this case may be imposed consecutively to the undischarged or anticipated term of imprisonment.

6. U.S. SENTENCING GUIDELINES: 2023 MANUAL:

The defendant understands that this offense is affected by the U.S. Sentencing Guidelines and the actual sentencing range is determined by both the Total Offense Level and the Criminal History Category. The parties agree that the following are the U.S. Sentencing Guidelines Total Offense Level provisions that apply.

(1) Chapter 2 Offense Conduct:

(a) Base Offense Level: The parties agree that the base offense level is **7** as found in Section 2B1.1(a)(1).

(b) Specific Offense Characteristics: The parties agree that the following Specific Offense Characteristics apply: **4** levels should be added pursuant to Section 2B1.1(b)(1)(C) because the loss exceeded $15,000.00.

(2) Chapter 3 Adjustments:

(a) Acceptance of Responsibility: The parties recommend that two levels should be deducted pursuant to Sentencing Guidelines Section 3E1.1(a) because Defendant has clearly demonstrated acceptance of responsibility.

The parties agree that if Defendant does not abide by all of the agreements made within this document, Defendant's failure to comply is grounds for the loss of acceptance of responsibility pursuant to Sentencing Guidelines Section 3E1.1. The parties further agree that Defendant's eligibility for a reduction pursuant to Sentencing Guidelines Section 3E1.1 is based upon the information known at the present time and that any actions of Defendant which occur or which become known to the United States subsequent to this agreement and are inconsistent with Defendant's acceptance of responsibility including, but not limited to criminal conduct, are grounds for the loss of acceptance of responsibility pursuant to Sentencing Guidelines Section 3E1.1. In any event, the parties agree that all of the remaining provisions of this agreement remain valid and in full force and effect.

(b) Other Adjustments: The parties recommend that no additional adjustments apply.

(c) Estimated Total Offense Level: The parties estimate that the Total Offense Level is 9.

(d) Criminal History: The determination of the defendant's Criminal History Category shall be left to the Court. Either party may challenge, before and at sentencing, the finding of the Presentence Report as to the defendant's criminal history and the applicable category. The defendant's criminal history is known to the defendant and is substantially available in the Pretrial Services Report.

(e) Effect of Parties' U.S. Sentencing Guidelines Analysis: The parties agree that the Court is not bound by the Guidelines analysis agreed to herein. The parties may not have foreseen all applicable Guidelines. The Court may, in its discretion, apply or not apply any Guideline despite the agreement herein and the parties shall not be permitted to withdraw from the plea agreement.

7. WAIVER OF APPEAL AND POST-CONVICTION RIGHTS:

a. Appeal: The defendant has been fully apprised by defense counsel of the defendant's rights concerning appeal and fully understands the right to appeal the sentence under Title 18, United States Code, Section 3742.

(1) Non-Sentencing Issues: The parties waive all rights to appeal all non-jurisdictional, non-sentencing issues, including, but not limited to, any issues relating to pretrial motions, discovery and the guilty plea, the constitutionality of the statute(s) to which the defendant is pleading guilty and whether defendant's conduct falls within the scope of the statute(s)

(2) Sentencing Issues: In the event the Court accepts the plea, accepts the U.S. Sentencing Guidelines Total Offense Level agreed to herein, and, after determining a Sentencing Guidelines range, sentences the defendant within or below that range, then, as part of this agreement, the defendant hereby waives all rights to appeal all sentencing issues other than Criminal History, but only if it affects the Base Offense Level or Criminal History Category. Similarly, the Government hereby waives all rights to appeal all sentencing issues other than Criminal History, provided the Court accepts the plea, adopts the agreed Total Offense Level and sentences the defendant within or above that range.

b. *Habeas Corpus*: The defendant agrees to waive all rights to contest the conviction or sentence in any post-conviction proceeding, including one pursuant to Title 28, United States Code, Section 2255, except for claims of prosecutorial misconduct or ineffective assistance of counsel.

c. Right to Records: The defendant waives all rights, whether asserted directly or by a representative, to request from any department or agency of the United States, any records pertaining to the investigation and prosecution of this case, including any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 522, or the Privacy Act, Title 5, United States Code, Section 552(a).

8. OTHER:

a. Disclosures Required by the United States Probation Office: The defendant agrees to truthfully complete and sign forms as required by the United States Probation Office prior to sentencing and consents to the release of these forms and any supporting documentation by the United States Probation Office to the government.

b. Civil or Administrative Actions not Barred; Effect on Other Governmental Agencies:

Nothing contained herein limits the rights and authority of the United States to take any civil, tax, immigration/deportation or administrative action against the defendant.

c. Supervised Release: Pursuant to any supervised release term, the Court will impose standard conditions upon the defendant and may impose special conditions related to the crime the defendant committed. These conditions will be restrictions on the defendant to which the defendant will be required to adhere. Violation of the conditions of supervised release resulting in revocation may require the defendant to serve a term of imprisonment equal to the length of the term of supervised release, but not greater than the term set forth in Title 18, United States Code, Section 3583(e)(3), without credit for the time served after release. The defendant understands that parole has been abolished.

d. Mandatory Special Assessment: Pursuant to Title 18, United States Code, Section 3013, the Court is required to impose a mandatory special assessment of $100 per count for a total of $200, which the defendant agrees to pay at the time of sentencing. Money paid by the defendant toward any restitution or fine imposed by the Court shall be first used to pay any unpaid mandatory special assessment.

e. Possibility of Detention: The defendant may be subject to immediate detention pursuant to the provisions of Title 18, United States Code, Section 3143.

f. Fines, Restitution and Costs of Incarceration and Supervision: The Court may impose a fine, costs of incarceration and costs of supervision. The defendant agrees that any fine imposed by the Court will be due and payable immediately. The defendant agrees to pay $19,956.00 in restitution to the United States of America.

g. Forfeiture: The defendant knowingly and voluntarily waives any right, title, and interest in all items seized by law enforcement officials during the course of their investigation, whether or not they are subject to forfeiture, and agrees not to contest the vesting of title of such items in the United States. The defendant agrees to abandon [his/her] interest in all seized items and further agrees that said items may be disposed of or destroyed by law enforcement officials in any manner without further notice. By abandoning these items, the defendant waives any future rights to receive additional notice, a valuation of the items, or the opportunity to submit a claim to contest the disposition or destruction of the items that may exist under any policies or procedures of the seizing agency(ies).

9. ACKNOWLEDGMENT AND WAIVER OF THE DEFENDANT'S RIGHTS:

In pleading guilty, the defendant acknowledges, fully understands and hereby waives his rights, including but not limited to: the right to plead not guilty to the charges; the right to be tried by a jury in a public and speedy trial; the right to file pretrial motions, including motions to suppress or exclude evidence; the right at such trial to a presumption of innocence; the right to require the government to prove the elements of the offenses charged against the defendant beyond a reasonable doubt; the right not to testify; the right not to present any evidence; the right to be protected from compelled self-incrimination; the right at trial to confront and cross-examine adverse witnesses; the right to testify and present evidence and the right to compel the attendance of witnesses. The defendant further understands that by this guilty plea, the defendant expressly waives all the rights set forth in this paragraph.

The defendant fully understands that the defendant has the right to be represented by counsel, and if necessary, to have the Court appoint counsel at trial and at every other stage of the proceeding. The defendant's counsel has explained these rights and the consequences of the waiver of these rights. The defendant fully understands that, as a result of the guilty plea, no trial will, in fact, occur and that the only action remaining to be taken in this case is the imposition of the sentence.

The defendant is fully satisfied with the representation received from defense counsel. The defendant has reviewed the government's evidence and discussed the government's case and all possible defenses and defense witnesses with defense counsel. Defense counsel has completely and satisfactorily explored all areas which the defendant has requested relative to the government's case and any defenses.

The terms and conditions contained in this stipulation constitute the only plea offer which has been tendered to the defendant by the Government herein. Defendant has fully discussed the terms and conditions of the offer with counsel and the defendant understands and agrees to the same.

10. VOLUNTARY NATURE OF THE GUILTY PLEA AND PLEA AGREEMENT:

This document constitutes the entire agreement between the defendant and the government, and no other promises or inducements have been made, directly or indirectly, by any agent of the government, including any Department of Justice attorney, concerning any plea to be entered in this case. In addition, the defendant states that no person has, directly or indirectly, threatened or coerced the defendant to do or refrain from doing anything in connection with any aspect of this case, including entering a plea of guilty.

The defendant acknowledges having voluntarily entered into both the plea agreement and the guilty plea. The defendant further acknowledges that this guilty plea is made of the defendant's own free will and that the defendant is, in fact, guilty.

11. CONSEQUENCES OF POST-PLEA MISCONDUCT:

After pleading guilty and before sentencing, if defendant commits any crime, other than minor traffic offenses, violates any conditions of release that results in revocation, violates any term of this guilty-plea agreement, intentionally provides misleading, incomplete or untruthful information to the U.S. Probation Office or fails to appear for sentencing, the United States, at its option may be released from its obligations under this agreement. The Government may also, in its discretion, proceed with this agreement and may advocate for any sentencing position supported by the facts, including but not limited to obstruction of justice and denial of acceptance of responsibility.

12. NO RIGHT TO WITHDRAW GUILTY PLEA:

Pursuant to Rule 11(c) and (d), Federal Rules of Criminal Procedure, the defendant understands that there will be no right to withdraw the plea entered under this agreement, except where the Court rejects those portions of the plea agreement which deal with charges the government agrees to dismiss or not to bring.

22 Sept 2025
Date

Tim J. Willis, # 62428MO
Assistant United States Attorney
555 Independence Street, Suite 3000
Cape Girardeau, Missouri 63703

10-9-2025
Date

Shanna Hunt
Shanna Niquia Hunt
Defendant

10/9/2025
Date

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