



United States Department of Justice

*United States Attorney
Southern District of West Virginia*

Robert C. Byrd United States Courthouse
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Charleston, WV 25301

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February 10, 2025

Natalie Atkinson, Esq.
Atkinson & Frampton
2306 Kanawha Boulevard East
Charleston, W. Va. 25311
natkinson@amplaw.com



Re: United States v. William Powell et al.
Criminal No. 2:24-cr-00192 (USDC SDWV)

Dear Ms. Atkinson:

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

1. **PENDING CHARGES.** Mr. Powell is charged in two counts of a ten-count indictment as follows:

- (a) Count One charges Mr. Powell with a violation of 18 U.S.C. § 1344 and § 1349 (conspiracy to commit bank fraud); and
- (b) Count Six charges Mr. Powell with a violation of 18 U.S.C. §§ 1344 and 2 (aiding and abetting bank fraud).

2. **RESOLUTION OF CHARGES.** Mr. Powell will plead guilty to Count One of said indictment, which charges him with a violation of 18 U.S.C. § 1344 and § 1349. Following final disposition, the United States will move the Court to dismiss Count Six in Criminal No. 2:24-cr-00192 as to Mr. Powell.

4. **MAXIMUM POTENTIAL PENALTY.** The maximum penalty to which

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Mr. Powell will be exposed by virtue of this guilty plea is as follows:

- (a) Imprisonment for a period of 30 years;
- (b) A fine of \$1,000,000, or twice the gross pecuniary gain or loss, whichever is greater.
- (c) A term of supervised release of 5 years;
- (d) A mandatory special assessment of \$100 pursuant to 18 U.S.C. § 3013; and
- (e) An order of restitution pursuant to 18 U.S.C. §§ 3663 and 3664.

5. **SPECIAL ASSESSMENT.** Mr. Powell has submitted certified financial statements to the United States reflecting that he is without sufficient funds to pay the special assessment due upon conviction in this case. Mr. Powell agrees that, if incarcerated, he will join the Inmate Financial Responsibility Program, earnings from which will be applied toward payment of the special assessment.

6. **RESTITUTION.** Notwithstanding the offense of conviction, Mr. Powell agrees that he owes restitution in the amount of \$15,625 and agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Mr. Powell further agrees as follows:

- (a) Mr. Powell agrees to fully assist the United States in identifying and locating any assets to be applied toward restitution and to give signed, sworn statements and testimony concerning assets upon request of the United States.
- (b) Mr. Powell will fully complete and execute, under oath, a Financial Statement and a Release of Financial



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Information on forms supplied by the United States and will return these completed forms to counsel for the United States within seven calendar days from the date of the signing of this plea agreement.

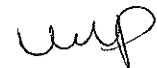
- (c) Mr. Powell agrees not to dispose of, transfer or otherwise encumber any real or personal property which he currently owns or in which he holds an interest.

7. **PAYMENT OF MONETARY PENALTIES.** Mr. Powell authorizes the Financial Litigation Program in the United States Attorney's Office to obtain a credit report from any major credit reporting agency prior to sentencing in order to assess his financial condition for sentencing purposes. Mr. Powell agrees not to object to the District Court ordering all monetary penalties (including the special assessment, fine, court costs, and any restitution that does not exceed the amount set forth in this plea agreement) to be due and payable in full immediately and subject to immediate enforcement by the United States. So long as the monetary penalties are ordered to be due and payable in full immediately, Mr. Powell further agrees not to object to the District Court imposing any schedule of payments as merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment.

Mr. Powell authorizes the United States, through the Financial Litigation Program, to submit any unpaid criminal monetary penalty to the United States Treasury for offset in accordance with the Treasury Offset Program, regardless of the defendant's payment status or history at that time.

In addition to any payment ordered by the Court, Mr. Powell shall pay all monies received from any source other than earned income, including but not limited to, lottery winnings, gambling proceeds, judgments, inheritances, and tax refunds, toward the court ordered restitution or fine.

Mr. Powell agrees that if he retains counsel or has appointed



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counsel in response to the United States' efforts to collect any monetary penalty, he shall immediately notify the United States Attorney's Office, Attention: Financial Litigation Program, 300 Virginia Street E., Suite 4000, Charleston, West Virginia 25301, in writing and shall instruct his attorney to notify FLP immediately of his representation.

8. **COOPERATION.** Mr. Powell will be forthright and truthful with this office and other law enforcement agencies with regard to all inquiries made pursuant to this agreement, and will give signed, sworn statements and grand jury and trial testimony upon request of the United States. In complying with this provision, Mr. Powell may have counsel present except when appearing before a grand jury. Further, Mr. Powell 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 Mr. Powell, and except as expressly provided for in paragraph eleven below, nothing contained in any statement or testimony provided by her pursuant to this agreement, or any evidence developed therefrom, will be used against him, directly or indirectly, in any further criminal prosecutions or in determining the applicable guideline range under the Federal Sentencing Guidelines.

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 Mr. Powell for any violations of federal or state laws. The United States reserves the right to prosecute Mr. Powell for perjury 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 Mr. Powell stipulate and agree that the facts



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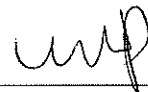
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comprising the offense of conviction include the facts outlined in the "Stipulation of Facts," a copy of which is attached hereto as "Plea Agreement Exhibit A."

Mr. Powell agrees that if he withdraws from this agreement, or this agreement is voided as a result of a breach of its terms by him, and he is subsequently tried for his conduct alleged in the information, as more specifically described in the Stipulation of Facts, the United States may use and introduce the Stipulation of Facts in the United States case-in-chief, in cross-examination of Mr. Powell or of any of his witnesses, or in rebuttal of any testimony introduced by him or on his behalf. Mr. Powell knowingly and voluntarily waives, see United States v. Mezzanatto, 513 U.S. 196 (1995), any right he has pursuant to Fed. R. Evid. 410 that would prohibit such use of the Stipulation of Facts. If the Court does not accept the plea agreement through no fault of the defendant, or the Court declares the agreement void due to a breach of its terms by the United States, the Stipulation of Facts cannot be used by the United States.

The United States and Mr. Powell 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. WAIVER OF APPEAL AND COLLATERAL ATTACK. Mr. Powell knowingly and voluntarily waives his right to seek appellate review of his conviction and of any sentence of imprisonment, fine, or term of supervised release imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742(a), except that the defendant may appeal any sentence that exceeds the maximum penalty prescribed by statute. Mr. Powell also knowingly and voluntarily waives any right to seek appellate review of any claim or argument that (1) the statutes of conviction 18 U.S.C. § 1349 is unconstitutional, and (2) Mr. Powell conduct set forth in the Stipulation of Facts (Plea Agreement Exhibit A) does not fall



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within the scope of 18 U.S.C. § 1349.

The United States also agrees to waive its right to appeal 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(b), except that the United States may appeal any sentence that is below the minimum penalty, if any, prescribed by statute.

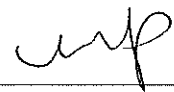
Mr. Powell also knowingly and voluntarily waives the right to challenge his guilty plea and conviction resulting from this plea agreement, and any sentence imposed for the conviction, in any collateral attack, including but not limited to a motion brought under 28 U.S.C. § 2255.

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.

13. WAIVER OF FOIA AND PRIVACY RIGHT. Mr. Powell knowingly and voluntarily waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without any limitation any records that may be sought under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, following final disposition.

14. FINAL DISPOSITION. The matter of sentencing is within the sole discretion of the Court. The United States has made no representations or promises as to a specific sentence. The United States reserves the right to:

- (a) Inform the Probation Office and the Court of all relevant facts and conduct;
- (b) Present evidence and argument relevant to the factors



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enumerated in 18 U.S.C. § 3553(a);

- (c) Respond to questions raised by the Court;
- (d) Correct inaccuracies or inadequacies in the presentence report;
- (e) Respond to statements made to the Court by or on behalf of Mr. Powell;
- (f) Advise the Court concerning the nature and extent of Mr. Powell's cooperation; and
- (g) Address the Court regarding the issue of Mr. Powell's acceptance of responsibility.

15. **VOIDING OF AGREEMENT.** If either the United States or Mr. Powell violates the terms of this agreement, the other party will have the right to void this agreement. If the Court refuses to accept this agreement, it shall be void.

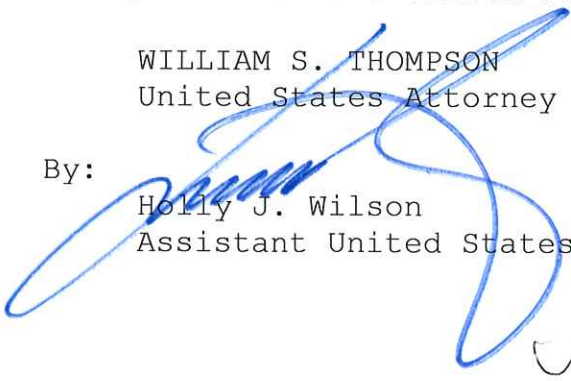
16. **ENTIRETY OF AGREEMENT.** This written agreement constitutes the entire agreement between the United States and Mr. Powell in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Mr. Powell in any Court other than the United States 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:

Holly J. Wilson
Assistant United States Attorney


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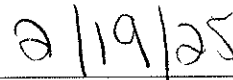
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I hereby acknowledge by my initials at the bottom of each of the foregoing pages and by my signature on the last page of this 8-page agreement that I have read and carefully discussed every part of it with my attorney, that I understand the terms of this agreement, and that I voluntarily agree to those terms and conditions set forth in the agreement. I further acknowledge that my attorney have 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.



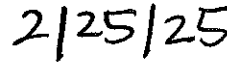
William Powell
Defendant



Date Signed



Natalie Atkinson, Esq.
Counsel for Defendant



Date Signed



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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v.

CRIMINAL NO. 2:24-CR-00192

WILLIAM POWELL ET AL.

STIPULATION OF FACTS

The United States and WILLIAM POWELL (hereinafter "defendant," "I," "me," and "my") stipulate and agree that the facts comprising the offense of conviction (Count One of the Indictment in Criminal No. 2:24-cr-00192), include the following:

Coronavirus Relief Background

I agree that 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 Americans 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").

I agree that 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.

I agree that 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.

I agree that 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.

Factual Basis for Plea

At all relevant times, I resided in Huntington, Cabell County, West Virginia, within the Southern District of West Virginia.

Throughout 2021, I maintained a personal bank account with The Bancorp Bank, N.A. ("Bancorp"). I agree that Bancorp was a financial institution within the meaning of 18 U.S.C. § 20 that was headquartered in South Dakota. Further, I agree that Lenders 1, 2, and 3 were financial institutions within the meaning of 18 U.S.C. § 20 that participated in the PPP by funding loans.

In or around April of 2021, in the Southern District of West Virginia, I knowingly conspired with Kisha Sutton ~~and others~~ to obtain a fraudulent PPP loan. I agreed to provide my personal and banking information to Kisha Sutton so that she could apply for a fraudulent PPP loan on my behalf. I further agreed that when the PPP funds were deposited in my bank account, I would remit a portion of the money to Kisha Sutton as compensation for her facilitation of the loan.

On April 19, 2021, Kisha Sutton submitted a PPP loan application on my behalf to Lender 3. The application contained materially false information in at least two respects. First, the application falsely represented that I was a sole proprietor hair stylist who received \$75,000 in gross income during 2020. Second, the application attached a fraudulent Schedule C form, Profit or Loss from Business Forms ("IRS Form 1040"), for the year 2020. The IRS Form 1040 falsely stated that I had earned \$75,000 in gross income during 2020. I never earned \$75,000 in gross income as a hair stylist in one year. The IRS Form 1040 was also never submitted by me to the IRS; it was created for the sole purpose of obtaining a fraudulent PPP loan. This information qualified me for a loan amount I otherwise would not have been qualified to receive.

Lender 3 approved the fraudulent application.

On June 29, 2021, I received a \$15,625 ACH transfer disbursed by Lender 3, and the funds were electronically deposited in my Bancorp bank account.

Between July 6, 2021, and July 20, 2021, I used CashApp to transfer \$2,000 to Kisha Sutton from the fraudulent PPP loan proceeds, as compensation for facilitating my loan and consistent with our agreement. I initiated these transfers while in the Southern District of West Virginia. The transfers were as follows:

Date	Total	Sender	Recipient
7/6/2021	\$1000	William Powell	Kisha Sutton
7/13/2021	\$500	William Powell	Kisha Sutton
7/20/2021	\$500	William Powell	Kisha Sutton

I spent the remainder of the loan proceeds on personal expenses.

* * *

This Stipulation of Facts does not contain each and every fact known to defendant and to the United States concerning ~~her~~ ^{his} involvement and the involvement of others in the charges set forth in the Information. ^{JTS} ^{NBA} ^{WP}

Stipulated and agreed to:



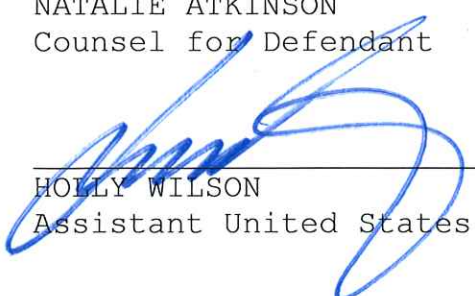
WILLIAM POWELL
Defendant

2/19/25
Date



NATALIE ATKINSON
Counsel for Defendant

2/25/25
Date


HOLLY WILSON

Assistant United States Attorney

3-25-25
Date