UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

UNITED STATES OF AMERICA	)	
	)	No. 3:24-cr-00037
v.	)	
	)	Judge Waverly Crenshaw
ENOCH ARCHIBALD AMPAH	)	

PLEA AGREEMENT

The United States of America, through Henry C. Leventis, United States Attorney for the Middle District of Tennessee, Assistant United States Attorney S. Carran Daughtrey, and defendant, Enoch Archibald Ampah, through defendant's counsel, Andrew Beasley, pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, have entered into an agreement, the terms and conditions of which are as follows:

Charges in This Case

1. Defendant acknowledges that he has been charged in the information in this case with: Wire Fraud in violation of Title 18, United States Code, Section 1343; Aiding and Assisting in the Preparation of False Tax Returns, in violation of Title 26, United States Code, Section 7206(2); Filing False Tax Returns, in violation of Title 26, United States Code, Section 7206(1); and Forfeiture Allegation related solely to the Wire Fraud count.

2. Defendant has read the charges against him contained in the information. Those charges have been fully explained to him by his attorney. Defendant fully understands the nature and elements of the crimes with which he has been charged.

Charges to Which Defendant is Pleading Guilty

3. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the information charging as follows: Count One, Wire Fraud; Count Two, Aiding and Assisting in the

Preparation of a False Tax Return; and Count Three, Filing a False Tax Return. In addition, as further provided below, defendant agrees to the entry of a forfeiture judgment.

Penalties

4. The parties understand and agree that the offenses to which defendant will enter a plea of guilty carry the following maximum penalties:

Count One (Wire Fraud): a maximum term of imprisonment of not more than thirty years, a term of supervised release of not more than five years, maximum fine of $1,000,000, and a special assessment of $100.

Count Two (Aiding and Assisting Filing False Tax Returns): a maximum term of imprisonment of three years, a maximum term of supervised release for one year, a maximum fine of $250,000, and a special assessment of $100.

Count Three (Filing False Tax Returns): a maximum term of imprisonment of three years, a maximum term of supervised release for one year, a maximum fine of $250,000, and a special assessment of $100.

Defendant further understands that the Court must order restitution to the victims of the wire fraud offense in an amount determined by the Court, and that the Court may order restitution for the tax fraud offenses as agreed in this Plea Agreement. Defendant also understands that as a result of the wire fraud offense, he is subject to forfeiture of property as alleged in the Information.

Defendant also understands that a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future, regardless of whether the defendant currently has lawful temporary or permanent resident status.

Acknowledgements and Waivers Regarding Plea of Guilty

Nature of Plea Agreement

5. This Plea Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 3:24-cr-00037.

6. Defendant understands that by pleading guilty he surrenders certain trial rights, including the following:

a. If defendant persisted in a plea of not guilty to the charges against him, he would have the right to a public and speedy trial. Defendant has a right to a jury trial, and the trial would be by a judge rather than a jury only if defendant, the government, and the Court all agreed to have no jury.

b. If the trial were a jury trial, the jury would be composed of twelve laypersons selected at random. Defendant and his attorney would have a say in who the jurors would be by removing prospective jurors for cause, or without cause by exercising so-called peremptory challenges. The jury would have to agree unanimously before it could return a verdict of either guilty or not guilty. The jury would be instructed that defendant is presumed innocent; that the government bears the burden of proving defendant guilty of the charges beyond a reasonable doubt; and that it must consider each count of the information against defendant separately.

c. If the trial were held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not the judge was persuaded of defendant's guilt beyond a reasonable doubt.

d. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them. In turn, defendant could present witnesses and other evidence on his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court.

e. At a trial, defendant would have a privilege against self-incrimination so that he could testify or decline to testify, and no inference of guilt could be drawn from his refusal to testify.

7. Defendant understands that by pleading guilty he is waiving all of the trial rights set forth in the prior paragraph. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

Factual Basis

8. Defendant will plead guilty because he is in fact guilty of the charges contained in Counts One through Three the information. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt:

> By in or about 2016 and continuing until in or around April 2021, the defendant worked for a tax preparation business known as Fast Returns Tax (hereinafter "Fast Tax"), which was registered as a Texas corporation and which maintained a place of business in Antioch, Tennessee, within the Middle District of Tennessee. The defendant traveled from his residence in Texas to the Middle District of Tennessee each tax filing season to work at Fast Tax as a tax return preparer.
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> While employed at Fast Tax, the defendant helped Fast Tax customers prepare and submit federal income tax returns which, in most cases, claimed tax refunds. As a tax return preparer, the defendant's activities consisted of, among other things, the preparation and filing of U.S. Individual Income Tax Returns ("Forms 1040" or "federal income tax returns") on behalf of his taxpayer clients.

On March 13, 2020, the President of the United States declared a national emergency concerning the COVID-19 pandemic, and the declaration was further extended on February 18, 2022. The Paycheck Protection Program ("PPP") was created under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and was intended to incentivize small businesses to keep their employees on payroll during the Covid-19 Pandemic. The PPP program was administered and guaranteed by the Small Business Association ("SBA"), a federal government entity. To obtain a PPP loan, a qualifying business had to submit a PPP loan application and provide documentation showing its payroll expenses or gross business income, such as filed federal income tax documents. PPP loan applications were electronically submitted and received through SBA servers located in Virginia and Oregon. Once approved, a business applicant would receive the PPP loan proceeds via an electronic funds transfer from the third-party lender to a financial account under the control of the business.

Beginning in or around February 2021 and continuing until at least in or around May 2021, the defendant created false and fraudulent PPP loan applications in the Fast Tax office in Antioch, Tennessee. The loan applications were false and fraudulent because they included inflated statements about the business or self-proprietorships' income, as well as false tax returns. The falsities caused the PPP loan disbursements to clients to increase to approximately $20,000 each; the defendant collected a fee from his clients of approximately $1,000 to $5,000 per loan application (total fees approximating $60,000). The defendant created and submitted the applications through online platforms for SBA-approved lenders, including Fountainhead SBF, LLC (Fountainhead), which is headquartered in Florida. The defendant submitted approximately 39 fraudulent PPP loan applications, which resulted in approximately $802,427.50 in fraudulent loan funds to be disbursed. In addition, he caused the SBA to incur fees of $2,500 per application, which were paid to the lending institutions, resulting in a total loss to the SBA of $97,500.

With respect to Count One of the information, on or about March 10, 2021, the defendant created a PPP loan application for a client using Fountainhead's online application platform. In the application the defendant listed information he knew to be false including that this client had a gross income of $98,542 for her business during tax year 2019, and the defendant included a false tax document that purported that this client had earned $101,434 that year. In fact, this client's filed tax return for tax year 2019, which the defendant had previously prepared and filed, showed that the client had had a total income of $15,490. As a result of the false income that the defendant reported in the application, that client received two PPP loan for $20,529 each, which were larger loan amounts than would have been if the defendant had used the taxpayer's return from taxpayer year 2019.

In addition to preparing false and fraudulent PPP loan applications, the defendant also prepared and filed numerous federal income tax returns which included false information. From in or about January 2019 through in or about April 2021 and while working from the Fast Tax Office in Antioch, Tennessee, the defendant knowingly included false information as to material matters in his clients' tax returns. The defendant prepared the fraudulent income tax returns in exchange for fees collected from these clients.

For example, the defendant knowingly inflated or created wholly fictitious deductions on Schedule A, including medical expenses, charitable contributions, and business income, which served to fraudulently lower the ultimate tax liabilities for these clients. The defendant also falsified Schedule C business income and expenses on certain clients' tax returns in order to lower his clients' ultimate tax liability. Additionally, the defendant falsified other items on certain clients' tax returns to reduce their tax liability, such as including household help income.

During the calendar years 2019 through 2021, the defendant created and placed on his clients' federal income tax returns and schedules attached thereto for tax years 2018 through 2020, falsely inflated and/or wholly fictitious expenses and deductions that resulted in a tax loss to the Internal Revenue Service (IRS) of at least $504,318.71.

With respect to Count Two of the Information, on or about March 21, 2021, the defendant prepared the 2020 U.S. Individual Income Tax Return, Form 1040, for one of his clients. In the process, the defendant included material information he knew to be false. Specifically, the defendant listed $22,541 in medical expenses and $4,521 in Gifts to Charity on the Schedule A form included with this client's Form 1040, even though he knew this client was not entitled to these deductions and had not provided any supporting documentation for the deductions.

With respect to Count Three of the Information, on or about February 1, 2018, in the Middle District of Tennessee, the defendant filed a false tax return in which he falsely claimed two dependents who were not his dependents and whom he knew he could not claim as his dependents. By falsely claiming two dependents, he received a higher standard deduction, two additional exemptions, an earned income credit, and an additional child tax credit. This resulted in a tax loss of $7,616.00 to the IRS. The total loss resulting from the false tax returns the defendant filed on his own behalf for tax years 2019, 2020, and 2021 was $13,503.

This statement of facts is provided to assist the Court in determining whether a factual basis exists for defendant's plea of guilty and criminal forfeiture and to assess relevant conduct for purposes of the United States Sentencing Guidelines. The statement of facts does not contain each and every fact known to defendant and to the United States concerning defendant's and/or others' involvement in the offense conduct and other matters.

Sentencing Guidelines Calculations

9. The parties understand that the Court will take account of the United States Sentencing Guidelines (hereinafter "U.S.S.G."), together with the other sentencing factors set forth at 18 U.S.C. § 3553(a), and will consider the U.S.S.G. advisory sentencing range in imposing defendant's sentence. The parties agree that the U.S.S.G. to be considered in this case are those effective at the time of sentencing.

10. For purposes of determining the U.S.S.G. advisory sentencing range, the United States and defendant agree to recommend to the Court, pursuant to Rule 11(c)(1)(B), the following:

a. Offense Level Calculations:

i. For Count One, charging Wire Fraud, the base offense level for the count of conviction and relevant conduct is 7, pursuant to U.S.S.G. § 2B1.1(a)(1); 14 levels are added pursuant to U.S.S.G. § 2B1.1(b)(1)(H) as the loss was greater than $550,000 but less than $1,500,000; and 2 levels are added 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. This results in an offense level of 23 for this count.

ii. For Counts Two and Three, charging Tax Fraud, the base offense level is 18, pursuant to U.S.S.G. § 2T1.4(a)(1)(G), greater than $250,000 but less than or equal to $550,000; and two levels are added pursuant to U.S.S.G. § 2T1.4(b)(1)(B) because the defendant was in the business of preparing tax returns. This results in an offense level of 20 for these two counts.

iii. Pursuant to U.S.S.G. § 3D1.2(d), all counts group.

iv. Pursuant to U.S.S.G. § 3D1.3(b), the offense level applicable to the group is the offense level corresponding to the aggregated quantity determined in accordance with Chapter Two and Parts A, B, and C of Chapter Three. When the counts involve offenses of the same general type to which different guidelines apply, apply the offense guideline that produce the highest offense level. Count One has the highest offense level, resulting in a final offense level of 23.

v. Assuming defendant clearly demonstrates acceptance of responsibility, to the satisfaction of the government, through his allocution and subsequent conduct prior to the imposition of sentence, a 2-level reduction will be warranted, pursuant to U.S.S.G. § 3E1.1(a). Furthermore, assuming defendant accepts responsibility as described in the previous sentence, the United States will move for an additional one-level reduction pursuant to U.S.S.G § 3E1.1(b), because defendant will have given timely notice of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the Court to allocate their resources efficiently.

b. Criminal History Category. The parties do not have an agreement as to the Criminal History Category. Pursuant to U.S.S.G. § 4C1.1 (effective as of November 1, 2023), if the defendant qualifies as a zero-point offender, 2 levels would be deducted.

c. Recommended Offense Level. Therefore, the parties agree to recommend to the Court a final offense level of 20 (the "Recommended Offense Level") unless the defendant qualifies for a two-point reduction under U.S.S.G. § 4C1.1, in which case the parties agree to recommend a final offense level of 18. Defendant understands that the offense level as ultimately determined by the Court (the "court-determined offense level") may be different from the Recommended Offense Level. Defendant likewise understands that the guidelines range as ultimately determined by the Court (the "court-determined guidelines range") may be based on an offense level different from the Recommended Offense Level.

d. Defendant is aware that the Recommended Offense Level is a prediction, not a promise, and is not binding on the Probation Office or the Court. Defendant understands that the Probation Office will conduct its own investigation and make its own recommendations, that the Court ultimately determines the facts and law relevant to sentencing, that the Court's determinations govern the final guidelines calculations, and that the Court determines both the final offense level and the final guidelines range. Accordingly, the validity of this agreement is not contingent upon the Probation Officer's or the Court's concurrence with the above calculations. In the event that the Probation Office or the Court contemplates any U.S.S.G. adjustments, departures, or calculations different from those recommended above, the parties reserve the right to answer any inquiries and to make all appropriate arguments concerning the same. Defendant further acknowledges that if the Court does not accept the U.S.S.G. recommendations of the parties, defendant will have no right to withdraw his guilty plea.

Agreements Relating to Sentencing

11. Each party is free to recommend whatever sentence it deems appropriate.

12. It is understood by the parties that the Court is neither a party to nor bound by this Plea Agreement and, after consideration of the U.S.S.G., may impose the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea. Similarly,

defendant understands that any recommendation by the Court related to location of imprisonment is not binding on the Bureau of Prisons.

13. Defendant agrees, as part of this plea agreement, to be permanently enjoined under IRC §§ 7402, 7407, and 7408, from preparing, assisting in, directing or supervising the preparation or filing of federal tax returns, amended tax returns, or other related documents or forms for any person or entity for anyone other than himself or other than for an entity for which they have a legal obligation to file a tax return. Defendant understands that the United States will file a civil complaint against him seeking this relief and related provisions, and defendant consents to the entry of a permanent injunction consistent with Fed. R. Civ. P. 65(d) in that separate civil action.

14. Defendant agrees to pay the special assessment of $300 at the time of sentencing to the Clerk of the U.S. District Court.

Agreements Relating to Restitution

15. Regarding restitution, the parties acknowledge that the amount of restitution owed to the Small Business Administration is $802,427.50 plus $97,500 in processing fees that the SBA paid to lenders and that pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant to make restitution in this amount, minus any credit for funds repaid prior to sentencing.

16. Defendant also agrees to pay additional restitution to the Internal Revenue Service in the total amount of $525,437.71, pursuant to Title 18, United States Code, Section 3663(a)(3). Defendant agrees that the total amount of restitution reflected in this agreement results from Defendant's fraudulent conduct.

17. Defendant agrees that restitution is due and payable immediately after the judgment is entered and is subject to immediate enforcement, in full, by the United States. If the Court imposes a schedule of payments, Defendant agrees that the schedule of payments is a schedule of the minimum payment due, and that the payment schedule does not prohibit or limit the methods by which the United States may immediately enforce the judgment in full.

18. Nothing in this agreement shall limit the IRS in its lawful examination, determination, assessment, or collection of any taxes, penalties or interest due from the defendant for the time periods covered by this agreement or any other time period.

a. The defendant agrees that pursuant to 26 U.S.C. § 6201(a)(4), the IRS may use the restitution order in this case as the basis for a civil tax assessment. The defendant agrees that he does not have the right to challenge the amount of this assessment. See 26 U.S.C. § 6201(a)(4)(C). The defendant further agrees that neither the existence of a payment schedule in this case nor the defendant's timely payments according to that schedule will preclude the IRS from administrative collection of the restitution-based assessment, including levy and distraint under 26 U.S.C. § 6331.

b. The defendant agrees that this agreement, or any judgment, order, release, or satisfaction issued in connection with this agreement, will not satisfy, settle, or compromise the defendant's obligation to pay the balance of any remaining civil liabilities, including tax, additional tax, additions to tax, interest, and penalties, owed to the IRS for the time periods covered by this agreement or any other time period.

c. The defendant understands that he is not entitled to credit with the IRS for any payment sent to an incorrect address or accompanied by incomplete or inaccurate information, unless and until any payment is actually received by the IRS and identified by it as pertaining to her particular liability.

d. The defendant agrees that, unless the Director of the Administrative Office of the United States Courts directs him otherwise, all payments made pursuant to the Court's restitution order are to be sent only to the Clerk of the Court at the following address:

Clerk, U.S. District Court
719 Church Street, Suite 1300
Nashville, Tennessee 37203

e. With each payment to the Clerk of the Court made pursuant to the District Court's restitution order, the defendant will provide the following information:

i. The defendant's name and Social Security number;
ii. The District Court docket number assigned to this case;
iii. Tax year(s) or period(s) for which restitution has been ordered; and
iv. A statement that the payment is being submitted pursuant to the District Court's restitution order.

f. The defendant agrees to include a request that the Clerk of the Court send the information, along with the defendant's payments, to the appropriate office of the IRS.

g. The defendant also agrees to send a notice of any payments made pursuant to this agreement, including the information listed in the previous paragraph, to the IRS at the following address:

IRS – RAC
Attn: Mail Stop 6261, Restitution
333 Pershing Ave.
Kansas City, MO 64108

Forfeiture in the Form of a $60,000 Money Judgment

20. Defendant acknowledges that he obtained $60,000 United States currency in proceeds of the offense of conviction, and as a result of his act(s) or omission(s), the actual proceeds of the offense are not available for forfeiture. The Defendant, therefore, consents to entry of a forfeiture money judgment in the amount of $60,000 United States currency pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

21. As provided in 21 U.S.C. § 853(p), Defendant acknowledges that the United States is entitled to forfeiture of substitute property up to the value of the money judgment entered pursuant to this Agreement.

22. Defendant waives any defect in or failure of notice of forfeiture in the charging instrument and any other procedural requirements of Fed. R. Crim. P. 32.2(a).

23. Defendant agrees to cooperate with the United States, and Defendant will execute any documents and to take any additional actions to effect this agreement as to forfeiture, restitution, and substitute assets.

24. Defendant does not oppose entry of an order permitting the United States to pursue civil discovery to identify assets of the Defendant, property involved in the offense of conviction, and proceeds of the offense.

25. Unless otherwise specifically agreed, Defendant relinquishes and withdraws all claims or disputes he may have in any administrative or civil forfeiture proceeding arising from the facts and circumstances at issue in the criminal case.

26. Defendant authorizes the United States Probation and Pretrial Services Office (U.S.P.O.) to release the Presentence Investigative Report and all financial documents pertaining to Defendant to the Asset Forfeiture Unit of the United States Attorney's Office ("AF Unit").

27. Defendant authorizes the release to the AF Unit of his financial statement submitted to the Court in his application for pro bono attorney.

28. Defendant authorizes the Internal Revenue Service to release his tax returns for the years beginning 2021 through the present.

29. Defendant agrees to repatriate any proceeds of the offenses of conviction which he transferred out of the United States.

30. The United States agrees to take steps to credit any payment toward forfeiture against both the Order of Forfeiture and any restitution order via the remission and restoration process prescribed at 28 C.F.R. § 9 and 18 U.S.C. § 3664, respectively. However, the parties acknowledge that the ultimate discretion lies with the Money Laundering and Asset Recovery Section of the U.S. Department of Justice regarding whether to grant or deny any request related to the remission or restoration.

31. Defendant understands that forfeiture shall not be treated as satisfaction of any fine, cost of imprisonment, or any other penalty the Court may impose upon Defendant in addition to the Order of Forfeiture.

Presentence Investigation Report/Post-Sentence Supervision

32. Defendant understands that the United States Attorney's Office, in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing, shall fully apprise the District Court and the United States Probation Office of the nature, scope, and extent of defendant's conduct regarding the charges against him, as well as any related matters. The government will make known all matters in aggravation and mitigation relevant to the issue of sentencing.

33. Defendant agrees to execute truthfully and completely a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the United States Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the Probation Officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1 and enhancement of his sentence for obstruction of justice under U.S.S.G. § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001, or as a contempt of the Court.

34. This Plea Agreement concerns criminal liability only. Except as expressly set forth in this Plea Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Plea Agreement are limited to the United States Attorney's Office for the Middle District of Tennessee and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, including Immigration and Customs Enforcement, except as expressly set forth in this Plea Agreement.

35. Defendant understands that nothing in this Plea Agreement shall limit the Internal Revenue Service (IRS) in its collection of any taxes, interest, or penalties from defendant and his spouse or defendant's partnership or corporations. Defendant understands that the amount of tax, as calculated by the IRS, may exceed the amount of tax due as calculated for the criminal tax case.

Entry of Guilty Plea

36. The parties jointly request that the Court accept the defendant's plea of guilty as set forth in this agreement and enter an order reflecting the acceptance of the plea while reserving acceptance of this plea agreement until receipt of the pre-sentence report and sentencing.

Waiver of Appellate Rights

37. Regarding the issue of guilt, defendant hereby waives all (i) rights to appeal any issue bearing on the determination of whether he is guilty of the crime(s) to which he is agreeing to plead guilty; and (ii) trial rights that might have been available if he exercised his right to go to trial. Regarding sentencing, Defendant is aware that 18 U.S.C. § 3742 generally affords a defendant the right to appeal the sentence imposed. Acknowledging this, defendant knowingly waives the right to appeal any sentence within or below the Court-Determined Guidelines range. Defendant further waives all appellate rights and all collateral attacks concerning forfeiture and all matters related thereto. Defendant also knowingly waives the right to challenge the sentence imposed in any motion pursuant to 18 U.S.C. § 3582(c)(2) and in any collateral attack, including, but not limited to, a motion brought pursuant to 28 U.S.C. § 2255 and/or § 2241. However, no waiver of the right to appeal, or to challenge the adjudication of guilt or the sentence imposed in any collateral attack, shall apply to a claim of involuntariness, prosecutorial misconduct, or ineffective assistance of counsel. Likewise, the government waives the right to appeal any sentence: within the Court-Determined Guidelines range.

Other Terms

38. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine and restitution for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

Defendant further agrees that any monetary penalties imposed by the Court will be subject to immediate enforcement as provided for in 18 U.S.C. § 3613, and submitted to the Treasury Offset Programs so that any federal payment or transfer of returned property the defendant receives may be offset and applied to federal debts but will not affect the periodic payment schedule.

39. Defendant agrees to cooperate with the IRS in any tax examination or audit of defendant and his spouse and defendant's partnerships or corporations that directly or indirectly relates to or arises out of the course of conduct defendant has acknowledged in this Plea Agreement, by transmitting to the IRS original records or copies thereof, and any additional books and records that the IRS may request. Nothing in this paragraph precludes defendant from asserting any legal or factual defense to taxes, interest, and penalties that may be assessed by the IRS.

40. Defendant understands that pursuant to Title 12, United States Code, Section 1829, his conviction in this case will prohibit him from directly or indirectly participating in the affairs of any financial institution insured by the Federal Deposit Insurance Corporation (FDIC) except with the prior written consent of the FDIC and, during the ten years following his conviction, the additional approval of this Court. Defendant further understands that if he violates this prohibition, he may be punished by imprisonment for up to five years and a fine of up to $1,000,000.

41. Should defendant engage in additional criminal activity after he has pled guilty but prior to sentencing, defendant shall be considered to have breached this Plea Agreement, and the government at its option may void this Plea Agreement.

Conclusion

42. Defendant understands that the information and this Plea Agreement have been or will be filed with the Court, will become matters of public record, and may be disclosed to any person.

43. Defendant understands that his compliance with each part of this Plea Agreement extends until such time as he is sentenced, and failure to abide by any term of the Plea Agreement is a violation of the Plea Agreement. Defendant further understands that in the event he violates this Plea Agreement, the government, at its option, may move to vacate the Plea Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Plea Agreement, or may require defendant's specific performance of this Plea Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Plea Agreement, or defendant breaches any of its terms and the government elects to void the Plea Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Plea Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Plea Agreement and the commencement of such prosecutions.

44. Defendant and his attorney acknowledge that no threats have been made to cause defendant to plead guilty.

45. No promises, agreements, or conditions have been entered into other than those set forth in this Plea Agreement, and none will be entered into unless memorialized in writing and signed by all of the parties listed below.

46. Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending information. Further, I fully understand all rights with respect to the provisions of the Sentencing Guidelines that may apply in my case. I have read this Plea Agreement and carefully reviewed every part of it with my attorney. I understand this Plea Agreement, and I voluntarily agree to it.

Date: 4/25/24

Enoch Archibald Ampah
Defendant

47. Defense Counsel Signature: I am counsel for defendant in this case. I have fully explained to defendant his rights with respect to the pending information. Further, I have reviewed the provisions of the Sentencing Guidelines and Policy Statements, and I have fully explained to defendant the provisions of those guidelines that may apply in this case. I have reviewed carefully every part of this Plea Agreement with defendant. To my knowledge, defendant's decision to enter into this Plea Agreement is an informed and voluntary one.

Date: 4-25-24

Andrew Beasley
Attorney for Defendant

Respectfully submitted,

HENRY C. LEVENTIS
United States Attorney

S. Carran Daughtrey

S. Carran Daughtrey
Assistant U.S. Attorney

Kathy Booth

Kathryn Booth
Deputy Chief