IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Criminal Case No. 23-cr-442-RMR

UNITED STATES OF AMERICA,

Plaintiff,

v.

NOSA STEPHEN EDOKPAIGBE,

Defendant.

PLEA AGREEMENT

The United States of America (the government), by and through Nicole Cassidy and Anna Edgar, Assistant United States Attorneys for the District of Colorado, and the defendant, Nosa Stephen Edokpaigbe, personally and by counsel, Harvey Steinberg, submit the following Plea Agreement pursuant to D.C.COLO.LCrR 11.1. This agreement binds only the Criminal Division of the United States Attorney's Office for the District of Colorado and the defendant.

I. AGREEMENT

A. Defendant's Agreement:

The defendant agrees to:

(1) plead guilty to Count 5 of the Indictment charging a violation of 18 U.S.C. § 1343 (Wire Fraud);

(2) waive certain appellate and collateral attack rights, as explained in detail below;

COURT EXHIBIT
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(3) agree to the entry of a stipulated judicial removal order, as explained in detail below;

(4) be liable for restitution to the Small Business Administration and lenders in the amount estimated to be at least $1,389,713, plus interest accruing through the date of the sentencing hearing and less any funds returned to the SBA, with additional information about apportionment between the SBA and lenders to be provided at the sentencing hearing; and

(5) agree not to contest forfeiture as more fully described below.

The defendant reserves the right to ask for a sentence of time served. The government will oppose this request.

B. Government's Obligations:

This agreement is made pursuant to Fed.R.Crim.P.11(c)(1)(A) and (B). The United States Attorney's Office for the District of Colorado agrees not to bring other charges against the defendant based on information currently known to the United States Attorney's Office, District of Colorado, concerning fraud against government programs and the Internal Revenue Service and to move to dismiss Counts 1–4 and 6–10 of the Indictment with prejudice. Should the plea of guilty be vacated on the motion of the defendant, the government may, in its sole discretion, move to reinstate any or all of the counts dismissed pursuant to this agreement and potentially file a superseding indictment. The parties understand that this agreement is not binding on the Court.

The government agrees not to oppose a one-level motion for a downward variance under 18 U.S.C. § 3553(a) based on the difference between the defendant's intended loss and actual loss.

The government further agrees to file a motion for a downward variance under 18 U.S.C. § 3553(a) to reduce the defendant's sentence by 10 months based on the defendant's agreement to the entry of a stipulated judicial removal order. The parties understand that this agreement is not binding on the Court.

Provided that the defendant files a motion for a downward variance under 18 U.S.C. § 3553(a) based on the difference between the defendant's intended loss and actual loss, the government agrees not to oppose a sentence of 60 months' imprisonment. The parties understand that this agreement is not binding on the Court.

Provided the defendant does not engage in prohibited conduct or otherwise implicate USSG §§ 3C1.1 and 3E1.1, cmt. n.4 between the guilty plea and sentencing in this case, the government agrees that the defendant should receive a two-level reduction for acceptance of responsibility pursuant to USSG § 3E1.1(a) and agrees to file a motion requesting that the defendant receive a one-level reduction for acceptance of responsibility pursuant to USSG § 3E1.1(b).

If the defendant engages in conduct which implicates USSG § § 3C1.1 cmt. n.4 between the guilty plea and sentencing in this case, in addition to any other consequences, the government will be released from its obligations under the plea agreement, and the defendant will not thereby have any right to withdraw from the plea agreement.

C. Defendant's Waiver of Appeal:

The defendant is aware that 18 U.S.C. § 3742 affords the right to appeal the sentence, including the manner in which that sentence is determined. Understanding this, and in exchange for the concessions made by the government in this agreement, the defendant knowingly and voluntarily waives the right to appeal any matter in connection with this prosecution, conviction, or sentence (including the restitution order), unless it meets one of the following criteria:

(1) the sentence exceeds the maximum sentence provided in the statute of conviction;

(2) the sentence exceeds the top end of the advisory guideline range from the Sentencing Guidelines that applies for the defendant's criminal history (as determined by the district court) at a total offense level of **28**; or

(3) the government appeals the sentence imposed.

If the first criterion applies, the defendant may appeal only the issue of how his sentence exceeds the statutory maximum sentence. But if one of the latter two criteria apply, the defendant may appeal on any ground that is properly available in an appeal that follows a guilty plea.

The defendant also knowingly and voluntarily waives the right to challenge this prosecution, conviction, or sentence (including the restitution order) in any collateral attack (including, but not limited to, a motion brought under 28 U.S.C. § 2255). This waiver provision does not prevent the defendant from seeking relief otherwise available in a collateral attack on any of the following grounds:

(1) the defendant should receive the benefit of an explicitly retroactive change in the sentencing guidelines or sentencing statute;

(2) the defendant was deprived of the effective assistance of counsel; or

(3) the defendant was prejudiced by prosecutorial misconduct.

The United States agrees not to argue a procedural bar to a prosecutorial misconduct claim raised in a § 2255 petition based on the failure of the defendant to raise that issue on direct appeal.

The defendant also waives the right to appeal any sentence imposed below or within the Guideline range upon a revocation of supervised release in this case number, except where the defendant unsuccessfully objects to the grade of violation applied by the court during the district court revocation proceedings. In that event, this waiver does not apply and the defendant may appeal the sentence imposed upon a revocation of supervised release, even if that sentence falls below or within the guideline range calculated by the court.

The defendant also waives the right to appeal the denial of any motion filed under 18 U.S.C. § 3582(c)(1)(A) where such denial rests in any part upon the court's determination that a sentence reduction is not warranted under the factors set forth in 18 U.S.C. § 3553(a). This waiver does not apply to an appeal of a denied § 3582(c)(1)(A)(i) motion where the district court, in denying the motion on § 3553(a) grounds, failed to consider the facts allegedly establishing extraordinary and compelling circumstances as part of its § 3553(a) analysis.

D. Defendant's Voluntary Waiver of Rights:

The defendant agrees to the entry of a stipulated judicial order of removal pursuant to 8 U.S.C. §§ 1228(c)(5) and 1227(a)(2)(A)(iii). Specifically, the defendant admits that he is a native of Nigeria and a citizen of Nigeria and Italy. He further admits that he is deportable from the United States, pursuant to 8 U.S.C. § 1227(a)(2)(A)(iii), as he is an alien who is convicted of an aggravated felony after his admission to the United States—to wit, an offense that involves fraud or deceit (Wire Fraud) in which the loss to the victim or victims exceeds $10,000, as defined in 8 U.S.C. § 1101(a)(43)(M)(i).

After consultation with counsel and understanding the legal consequences of doing so, the defendant knowingly and voluntarily waives the right to the notice and hearing provided for in 8 U.S.C. § 1228(c)(2), and he further waives any and all rights to appeal, reopen, reconsider, or otherwise challenge this stipulated removal order. The defendant understands and knowingly waives his right to a hearing before an immigration judge or any other authority under the Immigration and Nationality Act ("INA") on the question of the defendant's deportability/removability from the United States. The defendant further understands the rights the defendant would possess in a contested administrative proceeding and waives these rights, including the defendant's right to examine the evidence against him, to present evidence on his behalf, and to cross-examine the witnesses presented by the government.

The defendant agrees to waive his rights to any and all forms of relief or protection from removal, deportation, or exclusion under the Immigration and National Act, as amended, and related federal regulations. These rights include, but are not limited to, the ability to apply for the following forms of relief or protection from removal: asylum; withholding of removal under 8 U.S.C. § 1231(b)(3); any protection from removal pursuant to Article 3 of the United Nations Convention Against Torture, including withholding or deferral of removal under 8 C.F.R. § 208; cancellation of removal; adjustment of status; registry; *de novo* review of a denial or revocation of temporary protected status (current or future); waivers under 8 U.S.C. §§ 1182(h) or 1182(i); visa petitions; consular processing; voluntary departure; or any other possible relief or protection from removal available under the Constitution, laws, or treaty obligations of the United States. As part of this agreement, the defendant specifically acknowledges and states that the defendant has not been persecuted in, and has no present fear of persecution in, either Nigeria or Italy on account of his race, religion, nationality, membership in a particular social group, or political opinion. The defendant further acknowledges and states that the defendant has not been tortured in and has no present fear of state-sponsored torture in either Nigeria or Italy that would presently give rise to an asylum claim.

The defendant hereby requests that an order be issued by this Court for his removal to Nigeria. The defendant agrees to accept a written order of removal as a final disposition of any immigration proceedings and waives any and all rights to challenge any provision of this agreement in any United States or foreign court or tribunal.

The defendant hereby agrees to make the judicial order of removal a public document, waiving his privacy rights, including his privacy rights under 8 C.F.R. § 208.6. At the request of the U.S. Attorney's Office for the District of Colorado, U.S. Immigration and Customs Enforcement ("ICE") concurs with the government's request for a judicial order of removal. As a result of the above-referenced order, upon the completion of the defendant's criminal proceedings, including any sentence of incarceration, the defendant shall be removed to Nigeria.

E. Assistance in the Execution of Removal:

The defendant agrees to assist ICE in the execution of his removal. Specifically, the defendant agrees to assist ICE in the procurement of any travel or other documents necessary for the defendant's removal; to meet with and to cooperate with representatives of the country or countries to which the defendant's removal is directed; and to execute those forms, applications, or waivers needed to execute or expedite the defendant's removal. The defendant further understands that his failure or refusal to assist ICE in the execution of his removal shall breach this plea agreement and may subject the defendant to criminal penalties under 8 U.S.C. § 1253.

F. Re-entry and Penalties:

The defendant concedes that the entry of this judicial order of removal renders him permanently inadmissible to the United States as those terms are defined in the Immigration and Nationality Act. He agrees that he will not enter, attempt to enter, or transit through the United States without first seeking and obtaining permission to do so from the Secretary of the Department of Homeland Security or another designated representative of the United States government.

G. Forfeiture of Assets:

The defendant admits the forfeiture allegations. The defendant further agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant, the defendant's nominees, or elsewhere. The assets to be forfeited specifically include but are not limited to: a money judgment in the amount of the proceeds of the offense of conviction, which is $681,694.[1] The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, and/or administrative forfeiture action. The defendant understands that pursuant to 18 U.S.C. § 983, the seizing agency is required to send notice in non-judicial civil forfeiture matters. Having been advised of said rights regarding notice, the defendant hereby knowingly and voluntarily waives his/her rights to notice being sent within the time frames in 18 U.S.C. § 983 and to having the property returned to him/her if notice is not sent within the prescribed time frames. The defendant further agrees to the forfeiture of any substitute assets up to the value of any property described above pursuant to 21 U.S.C. § 853(p) and Federal Rules of Criminal Procedure 32.2(e).

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon the defendant in addition to forfeiture.

The United States Attorney's Office for the District of Colorado will recommend to the Attorney General that any net proceeds derived from the sale of the judicially forfeited assets be remitted or restored to eligible victims of the offense, for which the defendant has pleaded guilty, pursuant to 18 U.S.C. § 981(e), 28 C.F.R. pt. 9, and any other applicable laws, if the legal requirements for recommendation are met. The

[1] This amount includes the $12,500 EIDL that the defendant obtained in his own name for Stephen N Trucking LLC; and (2) $294,200 of fraudulent EIDLs and $374,994 of fraudulent PPP loans associated with debit cards seized from the defendant's residence at the time of his arrest.

defendant understands that the United States Attorney's Office only has authority to recommend such relief and that the final decision of whether to grant relief rests solely with the Department of Justice, which will make its decision in accordance with applicable law.

II. ELEMENTS OF THE OFFENSE

The parties agree that the elements of Wire Fraud (18 U.S.C. § 1343) charged in Count 5 of the Indictment are as follows:

> *First*: the defendant devised or intended to devise a scheme to defraud, as alleged in the Indictment;
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> *Second*: the defendant acted with specific intent to defraud;
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> *Third*: the defendant used interstate wire communications facilities or caused another person to use interstate wire communications facilities for the purpose of carrying out the scheme;
>
> *Fourth*: the scheme employed false or fraudulent pretenses, representations, or promises that were material.[2]

III. STATUTORY MAXIMUM SENTENCE

The maximum sentence for a violation of Count 5 of the Indictment is: not more than 20 years' imprisonment, a fine of not more than the greater of $250,000 or twice the gain or loss from the offense, or both fine and imprisonment; not more than 3 years' supervised release; a $100 mandatory victim's fund assessment fee; plus, restitution and forfeiture in amounts to be determined at the time of sentencing.

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[2] Tenth Circuit Pattern Jury Instructions (Criminal Cases), 2025 Edition, § 2.57.

IV. COLLATERAL CONSEQUENCES

The conviction may cause the loss of civil rights, including, but not limited to, the rights to possess firearms, vote, hold elected office, and sit on a jury.

If the defendant is an alien, the conviction may cause the defendant to be deported and removed from the United States, or confined indefinitely if there is no country to which the defendant may be deported, denied future admission into the United States, and/or to be denied citizenship.

V. STIPULATION OF FACTS

The factual basis for this plea is set forth below. Because the Court must, as part of its sentencing methodology, compute the advisory guideline range for the offense of conviction, consider relevant conduct, and consider the other factors set forth in 18 U.S.C. § 3553, additional facts may be included below which are pertinent to those considerations and computations. To the extent the parties disagree about the facts set forth below, the stipulation of facts identifies which facts are known to be in dispute at the time of the execution of the plea agreement.

This stipulation of facts does not preclude either party from presenting non-contradictory additional facts which are relevant to the Court's guideline computation, to other 18 U.S.C. § 3553 factors, or to the Court's overall sentencing decision. The parties stipulate that the following facts are true and correct.

Background on the CARES Act Programs

The United States Small Business Administration ("SBA") is an executive-branch agency of the United States government that provides support to entrepreneurs and small businesses.

On March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security ("CARES") Act, which provided emergency assistance to small business owners suffering adverse economic effects caused by the Coronavirus ("COVID-19") pandemic. The CARES Act established several new temporary programs and expanded existing programs, including programs created or administered by the SBA. Two sources of funding for small businesses were the Paycheck Protection Program ("PPP") and the Economic Injury Disaster Loan ("EIDL") program. The CARES Act mandated that only businesses in operation on February 15, 2020, for PPP, or before February 1, 2020, for EIDL, were eligible under the programs.

The EIDL program was an SBA program that provided low-interest financing to small businesses in regions affected by declared disasters. The CARES Act authorized the SBA to provide EIDLs to eligible small businesses experiencing substantial financial disruptions due to the COVID-19 pandemic.

Until April 2021, under the EIDL program, a small business could receive a loan from the SBA in an amount of up to six months of working capital with a maximum of $150,000. In order to obtain an EIDL, a qualifying business was required to submit an application to the SBA and provide information about its operations, such as the number of employees and the entity's gross business revenues and cost of goods sold in the twelve months prior to January 31, 2020. The amount of the loan, if approved, was determined in part based on the information provided concerning the gross revenue and cost of goods sold. For loans greater than $25,000, the SBA withheld a $100 fee from the total EIDL loan amount for filing a UCC-1 lien on the borrower's business assets. EIDL funds were issued directly by the SBA and were permitted to be used for payroll expenses, sick leave, production costs, and business obligations, such as debts, rents, and mortgage payments. Before the SBA disbursed EIDL funds, an applicant generally had to digitally sign a contract, referred to as a Loan Authorization and Agreement.

The CARES Act further authorized the PPP program, which provided forgivable loans to small businesses. To obtain a PPP loan, a qualifying small business was required to submit a PPP loan application, signed by an authorized representative of the business, in which the applicant acknowledged the program rules and made certain affirmative certifications. The applicant was also required to state the business's: (a) average monthly payroll expenses; and (b) number of employees. These figures were used to calculate the loan amount that the business was eligible to receive under the PPP. Businesses were also required to provide documentation showing their payroll expenses, such as filed federal income tax documents.

PPP loan applications were received and processed, in the first instance, by a participating lender. If a PPP loan application was approved, the participating lender funded the loan using its own monies, but the loans were guaranteed by the SBA. Data from the application, including information about the borrower, the total amount of the loan, and the listed number of employees, was transmitted by the lender to the SBA in the course of processing the loan. The SBA paid participating lenders a processing fee for each funded PPP loan.

The proceeds of a PPP loan could be used for certain specified items, such as payroll costs, mortgage interest payments, and utilities. The proceeds of a PPP loan were not permitted to be used by the borrowers to purchase consumer goods, automobiles, real estate, to pay the borrower's personal federal income taxes, or to fund the borrower's ordinary day-to-day living expenses unrelated to the specified authorized expenses.

Small businesses could request forgiveness of up to the full amount of the PPP loan by filing a forgiveness application with the same lender. The forgiveness application required the business to certify, among other things, that the loan was used for eligible payroll and other business costs, and that the business had verified the eligible payroll and nonpayroll costs for which the business requested forgiveness. The business also was required to submit documentation to the lender verifying payroll costs.

Background on Federal Tax Refunds

The Internal Revenue Service ("IRS") is an agency of the U.S. Department of the Treasury responsible for administering and enforcing the tax laws of the United States and collecting taxes owed to the United States.

The tax laws of the United States require every citizen or resident of the United States who received gross income in excess of the minimum filing amount established by law for a particular tax year to annually file with the IRS a United States Individual Income Tax Return for that calendar year. If a taxpayer paid more in taxes (for example through employer withholdings or quarterly payments) than was due for a given year, the taxpayer may request a refund. The IRS relies in part on the taxpayer's tax return to determine whether a refund is due. Upon receipt of a filed tax return by the IRS showing that a refund is due to a particular taxpayer, if the refund was not blocked, then the IRS issues a refund to the taxpayer in the form of either a paper United States Treasury check, or electronically, as directed by the particular taxpayer. Electronic refunds are directed to an electronic routing number indicated on the filed tax return.

Modernized E-File ("MeF") is an internet-based, electronic filing platform that allows taxpayers and tax return originators to transmit returns electronically to the IRS through a process known as e-filing. The MeF system tracks taxpayer claims against the government for refunds, which is part of the federal tax return process.

The Defendant's Submission of Fraudulent EIDL Applications

From in or around July 2020 through in or around January 2021, the defendant prepared and submitted fraudulent EIDL applications on behalf of fictitious business entities using the personal identifying information ("PII") belonging to other real individuals, including their names, dates of birth, and Social Security numbers. In these EIDL applications, the defendant made materially false statements regarding, *inter alia*, the business's owner, number of employees, gross revenues, and cost of goods sold. He also submitted fraudulent business documentation to the SBA as part of the EIDL application process, including fictitious tax records, driver's license images, and business licenses.[3] He further falsely certified that the information provided in the EIDL applications was true and accurate and that the funds would be used to pay permissible business expenses.

As part of his scheme, the defendant submitted many of these EIDL applications to the SBA using iterations of the same email addresses with dots placed in different locations of the email addresses. He did this to deceive the SBA's systems from recognizing that the same email addresses were used to apply for multiple EIDL applications.[4] For example, the defendant submitted numerous EIDL applications from the following email addresses:

Email addresses[5]	Number of EIDLs submitted	Number of EIDLs funded	Amount of Funded EIDLs

[3] Some of these records contained authentication features within the meaning of 18 U.S.C. § 1028(d)(1). For example, in connection with EIDL application 3312750345, the defendant, using huns.ch.er.d.a.le@gmail.com, submitted to the SBA: (1) a purported State of Illinois business license for a business with the initials G.H.R., which contained a fictitious state seal, QR code, and license numbers, and (2) a purported Illinois driver's license for an individual with the initials G.O., which contained a hologram.

[4] In routing emails to a gmail.com account, Google disregards periods within an email address (*e.g.*, email sent to huns.che.rda.l.e@gmail.com, "huns.ch.er.d.a.le@gmail.com," or "huns.che.r.d.al.e@gmail.com would all be routed to hunscherdale@gmail.com). However, because the SBA's online portal for EIDL applications recognized dots as unique characters in an email address, the defendant was able to file numerous EIDL applications using the same email accounts without the SBA's systems detecting this anomaly.

[5] Google records reflect that huncherdale@gmail.com, secregeneral010@gmail.com, and jacksecretary12@gmail.com share the same recovery email address: chasemark111@yahoo.com. During an August 16, 2021, border search, the defendant was carrying a second phone that was set up in the name of "Chase Mark" with the email address secregeneral010@gmail.com.

Google records also reflect that hunscherdale@gmail.com was "linked by cookies" to secregeneral010@gmail, jacksecretary12@gmail.com, and freshlives034@gmail.com.

hunscherdale@gmail.com	491	58	$621,200
Freshlives034@gmail.com	141	30	$293,100
Jacksecretary12@gmail.com	14	0	$0
Secregeneral010@gmail.com	24	0	$0

In addition to these EIDLs, the defendant also submitted fraudulent EIDL applications using PII belonging to other real people from additional unique email addresses. The EIDL proceeds were deposited into Green Dot Bank accounts set up in the names of other people, after which time proceeds were withdrawn in cash or used to purchase money orders.

The defendant attempted to conceal his involvement in the submission of these fraudulent EIDLs by using a Verizon Hotspot assigned to phone number (470) 630-2553 (the "Verizon Hotspot"), which was set up using a fictitious name. Over 200 EIDL applications were submitted to the SBA using IP addresses tied to the Verizon Hotspot. The Verizon Hotspot was seized from the defendant's residence at the time of his arrest on October 19, 2023.

In addition to the EIDLs submitted using PII belonging to other people, the defendant also submitted one fraudulent EIDL application in his own name on behalf of a company he controlled, Stephen N Trucking LLC. In the Stephen N Trucking LLC application, the defendant made materially false statements regarding the business's gross revenues and cost of goods sold. He further falsely certified that the information provided in the EIDL application was true and accurate and that the funds would be used to pay payroll and other permissible business expenses when, in fact, the funds were used for his personal benefit. The SBA approved and funded this EIDL in the amount of $12,500, which was deposited into a Bank of America account controlled by the defendant.

In total, the defendant is tied to email addresses that submitted approximately 713 EIDLs using more than 600 identities. Of these, the SBA approved and funded approximately 90 EIDLs for a total amount of $936,700. The government estimates that the total amount sought in connection with all EIDLs identified above is $7,104,400.

Fraudulent PPP Loans

From in or around April 2021 through in or around May 2021, the defendant prepared and submitted fraudulent PPP loan applications on behalf of fictitious business entities using PII belonging to other real individuals, including their names, dates of birth, and Social Security numbers. In these PPP applications, the defendant made materially false statements regarding, *inter alia*, the business's owner and average monthly payroll. These applications were submitting using iterations of the email address secregeneral010@gmail.com.

These PPP applications initially were submitted online to a third-party lending agent, who completed certain processing steps—including identity verification—before sending the loan applications to one of four approved-PPP lenders. To conceal his own involvement in the scheme, the defendant submitted to the lending agent: (1) fabricated passport images; and (2) identity verification "selfies" depicting a mannequin head instead of a real person.

Approximately 137 PPP applications were submitted using iterations of the secregeneral010@gmail.com address using more than 100 identities. Of these, approximately 58 PPP loan applications were assigned a SBA loan number, and lenders ultimately approved and funded 22 PPP loans totaling $453,013. These funded loans were deposited into Green Dot Bank accounts set up using PII of other individuals. The government estimates that the total amount sought in connection with all PPPs identified above that were assigned a loan number is $1,170,928.

Fraudulent Tax Returns

From in or around February 2022 through February 2023, the defendant prepared and submitted fraudulent tax filings to the Internal Revenue Service ("IRS") using PII belonging to other real individuals, including their names, dates of birth, and Social Security numbers. Over 800 tax filings were filed using iterations of the email address secregeneral010@gmail.com using other identities. None of these were funded. The government estimates that the total amount of refunds sought is $13,609,895.

Search of the Defendant's Residence

At the time of the defendant's arrest, law enforcement searched the defendant's apartment pursuant to a search warrant and seized, *inter alia*, the Verizon Hotspot, 574 debit cards, as well as various devices associated with the defendant containing PII belonging to other real individuals. Approximately 46 of those debit cards were associated with Green Dot Bank accounts that received fraudulent EIDLs (totaling $294,200) or PPP loans (totaling $374,994) as part of the defendant's scheme. Moreover, other debit cards were associated with Green Dot Bank accounts that were listed on fraudulent tax filings submitted using iterations of secregeneral010@gmail.com.

Count 5

On September 3, 2020, the defendant submitted EIDL Application Number 3314240993 to the SBA on behalf of T.H.R. using E.T.'s PII and the email address hun.sc.her.da.le@gmail.com. In this application, the defendant made materially false representations regarding the business's gross revenues and cost of goods sold. The SBA approved and funded this EIDL in the amount of $27,000. These funds, minus a $100 processing fee for each EIDL that was paid by the SBA, were sent to a Green Dot bank account controlled by the defendant. On or about September 10, 2020, the SBA in Denver, Colorado created and certified the payment file for the EIDL pertaining to T.H.R. and transmitted it via interstate wire communications from Colorado to the U.S. Treasury processing site located in the Kansas City Regional Operations Center in Kansas City, Missouri. After a computer operator at the U.S. Treasury disbursing office in Kansas City, Missouri performed payment operations to complete the processing of the file, an Automated Clearing House (ACH) payment file was transmitted to the Federal Reserve Bank ACH processing site in New Jersey. The Federal Reserve Bank in New Jersey processed the payment file and sent $26,900 to Green Dot Bank account ending 1031, with T.H.R. designated as the payee. This Green Dot Bank account was controlled by the defendant; specifically, this bank account is associated with a debit card ending 2526, which was seized from the defendant's residence at the time of his arrest.

Restitution

The defendant understands and agrees that he has an obligation to pay restitution on the amount of the funded EIDLs and PPP loans during the course of his scheme, as well as the $100 UCC fee paid by the SBA on each funded EIDL greater than $25,000, less any funds returned to the SBA. The total amount of restitution is currently estimated to be $1,389,713. He also agrees to pay the amount of interest accruing on these EIDL and PPP loans through the date of sentencing. Final interest figures will be presented prior to the time of sentencing.

VI. ADVISORY GUIDELINE CALCULATION

The parties understand that the imposition of a sentence in this matter is governed by 18 U.S.C. § 3553. In determining the particular sentence to be imposed, the Court is required to consider seven factors. One of those factors is the sentencing range computed by the Court under advisory guidelines issued by the United States Sentencing Commission. In order to aid the Court in this regard, the parties set forth below their estimate of the advisory guideline range called for by the United States Sentencing Guidelines. To the extent that the parties disagree about the guideline computations, the recitation below identifies the matters which are in dispute.

The Guideline calculation below is the good-faith estimate of the parties, but it is only an estimate. The parties understand that the government has an independent obligation to assist the Court in making an accurate determination of the correct guideline range. To that end, the government may argue that facts identified in the presentence report, or otherwise identified during the sentencing process, affect the estimate below.

a) Under USSG § 2B1.1(a)(1), the base offense level is **7**.

b) A **20-level increase** applies because the defendant's intended loss was greater than $9,500,000 but less than $25,000,000. § 2B1.1(b)(1)(K).

c) A **2-level increase** applies because the defendant's offense involved 10 or more victims. § 2B1.1(b)(2)(A)(i).

d) A **2-level increase** applies because the defendant's offense involved sophisticated means, and the defendant intentionally engaged in or caused the conduct constituting sophisticated means. § 2B1.1(b)(10)(C).

e) A **2-level increase** applies because the defendant's offense involved: (1) the possession or use of an authentication feature; and (2) the unauthorized transfer or use of any means of identification unlawfully to produce another means of identification.[6] §§ 2B1.1(b)(11)(A)(ii)/2B1.1(b)(11)(C)(i).

f) The parties anticipate that the defendant will be eligible for a "zero point offender" reduction. Assuming his eligibility, this will result in a **2-level reduction**. § 4C1.1.

g) The adjusted offense level is **31**.

h) *Acceptance of Responsibility*: Provided the defendant does not engage in prohibited conduct or otherwise implicate USSG §§ 3C1.1 and 3E1.1, cmt. n.4 between the guilty plea and sentencing in this case, the government agrees that the defendant should receive a **two-level reduction** for acceptance of responsibility pursuant to USSG § 3E1.1(a) and agrees to file a motion requesting that the defendant receive a **one-level**

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[6] Application Note 10(c) provides an illustrative example to which USSG § 2B1.1(b)(11)(C)(i) applies: "A defendant obtains an individual's name and social security number from a source (e.g., from a piece of mail taken from the individual's mailbox) and obtains a bank loan in that individual's name. In this example, the account number of the bank loan is the other means of identification that has been obtained unlawfully."

In this case, the defendant utilized other real individuals' names and social security numbers to obtain EIDL loans in those individuals' names.

reduction for acceptance of responsibility pursuant to USSG § 3E1.1(b). The resulting total offense level is **28**.

i) The parties understand that the defendant's criminal history computation is tentative and based on the defendant's prior convictions. The parties believe the defendant is in **criminal history category** I.

j) The career offender/criminal livelihood/armed career criminal adjustments do not apply.

k) The advisory guideline range resulting from these calculations is **78–97 months**. However, in order to be as accurate as possible, with the criminal history category undetermined at this time, the offense level estimated above could conceivably result in a range from **78 months** (bottom of Category I) to **175 months** (top of Category VI). The guideline range would not exceed, in any case, the cumulative statutory maximum applicable to the count of conviction.

l) Pursuant to guideline § 5E1.2, assuming the estimated offense level above is correct, the fine range for this offense would be $25,000 to $250,000, plus applicable interest and penalties.

m) Pursuant to guideline § 5D1.2, if the Court imposes a term of supervised release, that term at least 1 year, but not more than 3 years.

n) Pursuant to USSG § 5E1.1, the Court shall enter a restitution order in the amount estimated to be at least $1,389,713, plus interest accruing through the date of the sentencing hearing and less any funds returned to the SBA, with information about apportionment between the SBA and lenders to be provided at the sentencing hearing.

The parties understand that the Court is free, upon consideration and proper application of all 18 U.S.C. § 3553 factors, to impose that reasonable sentence it deems appropriate in the exercise of its discretion and that such sentence may be less than that called for by the advisory guidelines (in length or form), within the advisory guideline range, or above the advisory guideline range up to and including imprisonment for the statutory maximum term, regardless of any computation or position of any party on any 18 U.S.C. § 3553 factor.

VII. ENTIRE AGREEMENT

The agreement disclosed to the Court is the entire agreement. There are no other promises, agreements or "side agreements," terms, conditions, understandings, or assurances, express or implied. In entering this agreement, neither the government nor the defendant has relied, or is relying, on any other terms, promises, conditions or assurances.

Date: 9/4/25

NOSA STEPHEN EDOKPAIGBE
Defendant

Date: 9/4/25

HARVEY STEINBERG
Attorney for Defendant

Date: 9/11/2025

Nicole Cassidy
NICOLE CASSIDY
Assistant U.S. Attorney

Date: 9/11/25

ANNA EDGAR
Assistant U.S. Attorney