UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA	§	
	§	
v.	§	**CRIMINAL NO. 4:23-CR-464**
	§	
REGINALD DEVON KIMBROUGH	§	
AKA: REGINALD KIMBROUGH	§	

PLEA AGREEMENT

The United States of America, by and through Alamdar S. Hamdani, United States Attorney for the Southern District of Texas, and Brian Bajew, Assistant United States Attorney, and the Defendant, **REGINALD DEVON KIMBROUGH, AKA: REGINALD KIMBROUGH** ("Defendant"), and Defendant's counsel, pursuant to Rule 11(c)(1)(A) of the Federal Rules of Criminal Procedure, state that they have entered into an agreement, the terms and conditions of which are as follows:

Defendant's Agreement

1. Defendant agrees to plead guilty to **Count One** of the Indictment. Count One charges the Defendant with Wire Fraud, in violation of Title 18, United States Code, Section 1343. Defendant, by entering this plea, agrees he is waiving any right to have the facts that the law makes essential to the punishment either charged in the indictment, or proved to a jury or proven beyond a reasonable doubt.

Punishment Range

2. The **statutory** maximum penalty for a violation of Title 18, United States Code, Section 1343 is imprisonment of up to twenty (20) years and/or a fine not of not more than $250,000. Additionally, the Defendant may receive a term of supervised release after imprisonment of up to three (3) years. *See* Title 18, United States Code, Sections 3559(a)(3) and 3583(b)(1). Defendant

acknowledges and understands that if he should violate the conditions of any period of supervised release which may be imposed as part of his sentence, then Defendant may be imprisoned for up to two (2) years, without credit for time already served on the term of supervised release prior to such violation. *See* Title 18, United States Code, Sections 3559(a)(3) and 3583(e)(3). Defendant understands that he cannot have the imposition or execution of the sentence suspended, nor is he eligible for parole.

Mandatory Special Assessment

3. Pursuant to Title 18, United States Code, section 3013(a)(2)(A), immediately after sentencing, Defendant will pay to the Clerk of the United States District Court a special assessment in the amount of one hundred dollars ($100.00) per count of conviction. The payment will be by cashier's check or money order, payable to the Clerk of the United States District Court, c/o District Clerk's Office, P.O. Box 61010, Houston, Texas 77208, Attention: Finance.

Immigration Consequences

4. Defendant recognizes that pleading guilty may have consequences with respect to his immigration status. Defendant understands that if he is not a citizen of the United States, by pleading guilty he may be removed from the United States, denied citizenship, and denied admission to the United States in the future. Defendant understands that if he is a naturalized United States citizen, pleading guilty may result in immigration consequences, such as denaturalization and potential deportation or removal from the United States. Defendant's attorney has advised Defendant of the potential immigration consequences resulting from Defendant's plea of guilty, and Defendant affirms that he wants to plead guilty regardless of any immigration consequences that may result from the guilty plea and conviction.

Cooperation

5. The parties understand this agreement carries the potential for a motion for departure under Section 5K1.1 of the Sentencing Guidelines. Defendant understands and agrees that whether such a motion is filed will be determined solely by the United States through the United States Attorney for the Southern District of Texas. Should Defendant's cooperation, in the sole judgment and discretion of the United States, amount to "substantial assistance," the United States reserves the sole right to file a motion for departure pursuant to Section 5K1.1 of the United States Sentencing Guidelines. Defendant further agrees to persist in that plea through sentencing and fully cooperate with the United States. Defendant understands and agrees that the United States will request that sentencing be deferred until that cooperation is complete.

6. Defendant understands and agrees that "fully cooperate," as that term is used herein, includes providing all information relating to any criminal activity known to Defendant, including but not limited: **wire fraud**. Defendant understands that such information includes both state and federal offenses arising therefrom. In that regard:

(a) Defendant agrees that this plea agreement binds only the United States Attorney for the Southern District of Texas and Defendant; it does not bind any other United States Attorney or any other unit of the Department of Justice;

(b) Defendant agrees to testify truthfully as a witness before a grand jury or in any other judicial or administrative proceeding when called upon to do so by the United States. Defendant further agrees to waive his Fifth Amendment privilege against self-incrimination for the purpose of this agreement;

(c) Defendant agrees to voluntarily attend any interviews and conferences as the United States may request;

(d) Defendant agrees to provide truthful, complete and accurate information and testimony and understands any false statements made by the defendant to the Grand Jury or at any court proceeding (criminal or civil), or to a government agent

~~or attorney, can and will be prosecuted under the appropriate perjury, false statement, or obstruction statutes;~~

~~(e) Defendant agrees to provide to the United States all documents in his possession or under his control relating to all areas of inquiry and investigation; and~~

~~(f) Should the recommended departure, if any, not meet Defendant's expectations, the Defendant understands that he remains bound by the terms of this agreement and cannot, for that reason alone, withdraw his plea.~~

Waiver of Appeal, Collateral Review, and Statute of Limitations

7. Defendant is aware that Title 28, United States Code, section 1291, and Title 18, United States Code, section 3742, afford a defendant the right to appeal the conviction and sentence imposed. Defendant is also aware that Title 28, United States Code, section 2255, affords the right to contest or "collaterally attack" a conviction or sentence after the judgment of conviction and sentence has become final. Defendant knowingly and voluntarily waives the right to appeal or "collaterally attack" the conviction and sentence, except that Defendant does not waive the right to raise a claim of ineffective assistance of counsel on direct appeal, if otherwise permitted, or on collateral review in a motion under Title 28, United States Code, section 2255. In the event Defendant files a notice of appeal following the imposition of the sentence or later collaterally attacks his conviction or sentence, the United States will assert its rights under this agreement and seek specific performance of these waivers.

8. Defendant also agrees that should the conviction following the defendant's plea of guilty pursuant to this Agreement be vacated for any reason, then any prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this agreement (including any counts that the United States has agreed to dismiss at sentencing pursuant to this Agreement) may be commenced or reinstated against the defendant, notwithstanding the expiration of the statute of

limitations between the signing of this Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed.

9. In agreeing to these waivers, Defendant is aware that a sentence has not yet been determined by the Court. Defendant is also aware that any estimate of the possible sentencing range under the sentencing guidelines that he may have received from his counsel, the United States or the Probation Office, is a prediction and not a promise, did not induce his guilty plea, and is not binding on the United States, the Probation Office or the Court. The United States does not make any promise or representation concerning what sentence the Defendant will receive. Defendant further understands and agrees that the United States Sentencing Guidelines are "effectively advisory" to the Court. *See United States v. Booker*, 543 U.S. 220 (2005). Accordingly, Defendant understands that, although the Court must consult the Sentencing Guidelines and must take them into account when sentencing Defendant, the Court is not bound to follow the Sentencing Guidelines nor sentence Defendant within the calculated guideline range.

10. Defendant understands and agrees that each and all waivers contained in the Agreement are made in exchange for the concessions made by the United States in this plea agreement.

The United States' Agreements

11. The United States agrees to each of the following:

(a) If Defendant pleads guilty to Count One of the indictment and persists in that plea through sentencing, and if the Court accepts this plea agreement, the United States will move to dismiss any remaining counts of the indictment at the time of sentencing.

(b) If the Court determines that Defendant qualifies for an adjustment under U.S.S.G. § 3E1.1(a), and the offense level prior to operation of § 3E1.1(a) is 16 or greater, the United States will move under § 3E1.1(b) for an additional one-level reduction because Defendant timely notified authorities of his intent to plead guilty, thereby permitting the United States to avoid preparing for trial and permitting the United States and the Court to allocate their resources more efficiently.

Agreement Binding - Southern District of Texas Only

12. The United States Attorney's Office for the Southern District of Texas agrees that it will not further criminally prosecute Defendant in the Southern District of Texas for the specific conduct described in the indictment. This plea agreement binds only the United States Attorney's Office for the Southern District of Texas and Defendant. It does not bind any other United States Attorney's Office. The United States Attorney's Office for the Southern District of Texas will bring this plea agreement and the full extent of Defendant's cooperation to the attention of other prosecuting offices, if requested.

United States' Non-Waiver of Appeal

13. The United States reserves the right to carry out its responsibilities under guidelines sentencing. Specifically, the United States reserves the right:

(a) to bring the facts of this case, including evidence in the files of the United States Attorney's Office for the Southern District of Texas or the files of any investigative agency, to the attention of the Probation Office in connection with that office's preparation of a presentence report;

(b) to set forth or dispute sentencing factors or facts material to sentencing;

(c) to seek resolution of such factors or facts in conference with Defendant's counsel and the Probation Office;

(d) to file a pleading relating to these issues, in accordance with section 6A1.2 of the United States Sentencing Guidelines and Title 18, United States Code, section 3553(a); and

(e) to appeal the sentence imposed or the manner in which it was determined.

Sentence Determination

14. Defendant is aware that the sentence will be imposed after consideration of the United States Sentencing Guidelines and Policy Statements, which are only advisory, as well as the provisions of Title 18, United States Code, section 3553(a). Defendant nonetheless acknowledges and agrees that the Court has authority to impose any sentence up to and including the statutory maximum set for the offense to which Defendant pleads guilty, and that the sentence to be imposed is within the sole discretion of the sentencing judge after the Court has consulted the applicable Sentencing Guidelines. Defendant understands and agrees that the parties' positions regarding the application of the Sentencing Guidelines do not bind the Court and that the sentence imposed is within the discretion of the sentencing judge. If the Court should impose any sentence up to the maximum established by statute or should the Court order any or all of the sentences imposed to run consecutively, Defendant cannot, for that reason alone, withdraw a guilty plea, and will remain bound to fulfill all of the obligations under this plea agreement.

Rights at Trial

15. Defendant understands that by entering into this agreement, he surrenders certain rights as provided in this plea agreement. Defendant understands that the rights of a defendant include the following:

(a) If Defendant persisted in a plea of not guilty to the charges, defendant would have the right to a speedy jury trial with the assistance of counsel. The trial may be conducted by a judge sitting without a jury if Defendant, the United States, and the court all agree.

(b) At a trial, the United States would be required to present witnesses and other evidence against Defendant. Defendant would have the opportunity to confront those witnesses and his attorney would be allowed to cross-examine them. In turn, Defendant could, but would not be required to, 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; and

(c) At a trial, Defendant could rely on a privilege against self-incrimination and decline to testify, and no inference of guilt could be drawn from such refusal to testify. However, if Defendant desired to do so, he could testify on his/her own behalf.

Factual Basis for Guilty Plea

16. Defendant is pleading guilty because he is in fact guilty of the charge contained in Count One of the indictment. Further, the Defendant, his attorney, and the United States agree and stipulate that each element of the felony offense of Wire Fraud could be proven beyond a reasonable doubt. The following facts, among others would be offered to establish Defendant's guilt:

I. Background

On or about March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was enacted 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 established several new temporary programs and provided for expansion of others, including programs created and/or administered by the United States Small Business Administration ("SBA").

The SBA is an agency of the United States Government that provides loans through banks, credit unions, and other lenders who partner with the agency, and has offices throughout the United States. Part of the role of the Small Business Administration is to provide low-interest disaster loans to assist businesses and homeowners recover from declared disasters. The Small Business Administration's (SBA) disaster loans are the primary form of federal assistance for the repair and rebuilding of non-farm, private sector disaster losses. Qualified disaster loans under the SBA include economic injury disaster loans. These types of loans are administered through the Economic Injury Disaster Loan (EIDL) program.

The Economic Injury Disaster Loan ("EIDL") program was an SBA program that provided low interest financing to small businesses, renters, and homeowners 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. In addition, the CARES Act authorized the SBA to issue advances of up to $10,000 to small businesses. The amount of the advance was determined by the number of employees the applicant certified having under penalty of perjury. The advances did not have to be repaid.

Businesses that were eligible for an EIDL loan and who had been in operation since January 31, 2020—when the public health crisis was announced—qualified for an emergency grant. To obtain an EIDL and/or advance, a qualifying business was required to submit an application to the SBA and provide information about its operations, such as the number of employees on a given date corresponding to the disaster at issue, as well as gross revenue and cost of goods sold for the twelve-month period preceding that date. In the case of EIDLs for COVID-19 relief, the given date was January 31, 2020, and the twelve-month period covered February 2019, through January 2020. The applicant was also required to certify that all the information in the application was true and correct to the best of the applicant's knowledge under the penalty of perjury.

EIDL applications were submitted directly to the SBA and did not request a specific loan amount. If the SBA approved the application, it determined the amount of the loan, in part, based on the information provided in the application concerning the number of employees, gross revenue, and cost of goods, as described above. Even if the SBA could not issue a loan for a business, it could still provide the previously mentioned advance up to $10,000. The SBA directly issued any funds it approved as an advance or as an EIDL to the banking institution included in the application. Applicants were permitted to use EIDL funds for payroll expenses, sick leave, production costs, and business obligations, such as debts, rent, and mortgage payments.

II. Declined EIDL Applications

Between July 1, 2020, and June 8, 2021, Reginald Devon Kimbrough ("the Defendant"), a resident of Harris County, Texas, submitted or caused to be submitted six applications with the SBA for an EIDL. In each application, the Defendant included false or fictitious information such as the business' name and its primary activity, the number of employees, gross revenues, and cost of goods sold. All these applications were submitted electronically and, as part of each application, the Defendant checked the box certifying, under penalty of perjury, that the information he included was true and correct. All six applications were declined by the SBA.

Application One: July 1, 2020

On July 1, 2020, the Defendant submitted or caused to be submitted EIDL application ending 6987. The application indicated it was on behalf of the Reginald Kimbrough independent organization with the trade name "Reginald Kimbrough." In the application, the Defendant falsely affirmed that the primary activity for the unregistered business was agriculture, that it had ten employees with gross revenues of $20,000, and $11,500 in cost of goods sold for the twelve months prior to January 31, 2020.

Within the same application, the Defendant checked a box that read, "I would like to be considered for an advance of up to $10,000." The Defendant also included direct deposit information for a Wells Fargo personal checking account, which, investigators later learned, was opened electronically by the Defendant on June 24, 2020. On July 1, 2020, the EIDL advance the Defendant requested was approved in the amount of $10,000. The next day, the EIDL advance in the amount of $10,000 was transferred to the Wells Fargo account controlled by the Defendant. A review of the bank records showed that, after the funds were deposited into the account, several personal transactions were made by the Defendant, which included CashApp payments and two separate cash withdrawals totaling $8,060.

The EIDL Application ending 6987 was ultimately declined because the economic injury could not be substantiated, and the SBA could not find any evidence of an agricultural business operating as the Reginald Kimbrough independent organization.

Application Two: August 11, 2020

On July 1, 2020, the Defendant submitted or caused to be submitted EIDL application ending 6875. The application indicated it was on behalf of the Reginald Kimbrough independent organization with the trade name "Reginald Kimbrough." In the application, the Defendant falsely affirmed that the primary activity for the unregistered business was personal services, that it had ten employees with gross revenues of $20,000, and $11,500 in cost of goods sold for the twelve months prior to January 31, 2020. EIDL application ending 6875 was declined by the SBA, due to unsatisfactory credit history.

Application Three: October 29, 2020

On October 29, 2020, the Defendant submitted or caused to be submitted EIDL application ending 4402. The application indicated it was on behalf of the Reginald Kimbrough independent organization with the trade name "Reginald Kimbrough." In the application, the Defendant falsely affirmed that the primary activity for the unregistered business was transportation, that it had one employee with gross revenues of $50,000, and $20,000 in cost of goods sold for the twelve months prior to January 31, 2020. EIDL application ending 4402 was declined by the SBA, due to unsatisfactory credit history.

Application Four: December 20, 2020

On December 30, 2020, the Defendant submitted or caused to be submitted EIDL application ending 0809. The application indicated it was on behalf of the Reginald Kimbrough independent organization with the trade name "Reginald Kimbrough." In the application, the Defendant falsely affirmed that the primary activity for the unregistered business was agriculture, that it had ten employees with gross revenues of $40,000, and $11,000 in cost of goods sold for the twelve months prior to January 31, 2020. EIDL application ending 0809 was declined by the SBA, due to unsatisfactory credit history.

Application Five: May 20, 2021

On May 20, 2021, the Defendant submitted or caused to be submitted EIDL application ending 5761. The application indicated it was on behalf of the Reginald Kimbrough independent organization with the trade name "Reginald Kimbrough." In the application, the Defendant falsely affirmed that the primary activity for the unregistered business was personal services, that it had one employee with gross revenues of $104,000, and $50,000 in cost of goods sold for the twelve months prior to January 31, 2020. EIDL application ending 5761 was declined by the SBA, due to unsatisfactory credit history.

Application Six: June 8, 2021

On June 8, 2021, the Defendant submitted or caused to be submitted EIDL application ending 6197. The application indicated it was on behalf of the Reginald Kimbrough sole proprietorship with the trade name "Reginald Kimbrough." In the application, the Defendant falsely affirmed that the primary activity for the unregistered business was automotive repair, that it had thirteen employees with gross revenues of $160,000, and $57,000 in cost of goods sold for the twelve months prior to January 31, 2020. EIDL application ending 6197 was declined by the SBA, due to not meeting the credit score requirement.

III. Conclusion

Throughout the course of the criminal conduct described above, the Defendant acted knowingly and willfully with the intent to defraud the government, specifically the Small Business Administration. It was the purpose of the scheme for the Defendant to unlawfully enrich himself by submitting or causing the submission of false or fraudulent applications for EIDL funds during the time of the COVID-19 pandemic. For the purpose of effecting its unlawful objects and executing the scheme, the Defendant transmitted or caused to be transmitted electronic communications or "wires" in interstate commerce.

In sum, the Defendant was not entitled to the EIDL Advance in question, which was obtained based on the aforementioned misrepresentations. The Defendant agrees that the total loss to the United States Small Business Administration resulting from his fraudulent EIDL applications is $10,000.

All the above acts took place in the Houston Division of the Southern District of Texas and elsewhere.

Breach of Plea Agreement

17. If Defendant should fail in any way to fulfill completely all the obligations under this plea agreement, the United States will be released from its obligations under the plea agreement, and Defendant's plea and sentence will stand. If at any time Defendant retains, conceals, or disposes of assets in violation of this plea agreement, including required financial information, or if Defendant knowingly withholds evidence or is otherwise not completely truthful with the United States, then the United States may move the Court to set aside the guilty plea and reinstate prosecution. Any information and documents that have been disclosed by Defendant, whether prior to or subsequent to this plea agreement, and all leads derived therefrom, will be used against defendant in any prosecution.

Monetary Penalties, Assets and Financial Disclosures

18. Defendant understands and agrees that monetary penalties will be subject to immediate enforcement as provided in 18 U.S.C. § 3613 and that monetary penalties will be submitted to the Treasury Offset Program so that payments to the Defendant may be applied to federal debts.

19. Defendant understands that restitution, forfeiture, and fines are separate components of sentencing and are separate obligations. Defendant agrees to take all steps necessary to pass clear title to forfeitable assets to the United States and to assist fully in the collection of restitution and fines. Subject to the provisions above, Defendant waives the right to challenge in any manner, including by direct appeal or in a collateral proceeding, any restitution order, any forfeiture orders, and any fines.

Restitution

20. Defendant agrees to pay full restitution to the victim regardless of the count of conviction. Defendant stipulates and agrees that as a result of his criminal conduct, the victim—the Small Business Administration—incurred a monetary loss of at least **$10,000**. Defendant agrees to pay full restitution as determined by the Court, regardless of the resulting loss amount, to all victims harmed by Defendant's "relevant conduct," as defined by U.S.S.G. §1B1.3, including conduct pertaining to any dismissed counts or uncharged conduct, and regardless of whether such conduct constitutes an "offense" under 18 U.S.C. §§ 2259, 3663 or 3663A. Defendant agrees that restitution imposed by the Court will be due and payable immediately and that should the Court impose a payment schedule, the payment schedule sets forth minimum payments and does not foreclose additional collection of restitution.

Forfeiture

21. As part of this plea agreement, Defendant agrees to the following:

(a) to forfeit, via either an administrative or judicial proceeding, all assets listed in the charging document (including any Supplemental Notice of Forfeiture), and to forfeit or abandon any assets seized during this investigation or a related investigation.

(b) to withdraw any claims and petitions for such listed or seized assets, whether in this proceeding or another proceeding, and to waive notice of administrative proceedings (including forfeiture, destruction, and abandonment for seized property);

(c) that Defendant obtained at least **$10,000** from the criminal offenses, that the factual basis for the guilty plea supports the imposition of a money judgment in that amount, and that the Defendant agrees to the imposition of a money judgment in that amount;

(d) that one or more of the conditions set forth in 21 U.S.C. § 853(p) exists, so that the forfeiture money judgment may be immediately satisfied via forfeiture of substitute property; and

(e) to the order of forfeiture becoming final as to Defendant immediately following this guilty plea or immediately following entry of the forfeiture order, whichever applies.

Financial Statement

22. Defendant agrees to truthfully complete under penalty of perjury, within thirty days of the execution of this Plea Agreement, a financial statement on a form provided by the United States Attorney's Office and to update the statement within seven days of any material change. Defendant also agrees to make full disclosure to the United States Probation Office of all current and anticipated assets in which Defendant has an interest both before sentencing and again before termination of supervised release or probation, with such disclosures to be shared with the United States Attorney's Office.

23. Defendant further agrees not to dispose or transfer any assets without the prior written permission of the United States and to authorize the release of all financial information requested by the United States, including, but not limited to, credit histories and tax returns. Defendant agrees to discuss and answer any questions by the United States relating to Defendant's financial disclosure, including in a deposition or informal debtor exam, whether before or after sentencing.

Complete Agreement

24. This written plea agreement, consisting of 18 pages, including the attached addendum of Defendant and his attorney, constitutes the complete plea agreement between the United States, Defendant, and Defendant's counsel. This agreement supersedes any prior understandings, promises, agreements, or conditions between the United States and Defendant. No additional understandings, promises, agreements, or conditions have been entered into other than those set forth in this agreement, and none will be entered into unless in writing and signed by all parties. Defendant acknowledges that no threats have been made against him and that he is pleading guilty freely and voluntarily because he is guilty.

25. Any modification of this plea agreement must be in writing and signed by all parties.

Filed at Houston, Texas, on February 6, 2025.

REGINALD DEVON KIMBROUGH
AKA: REGINALD KIMBROUGH
DEFENDANT

Subscribed and sworn to before me on February 6, 2025.

NATHAN OCHSNER, Clerk
UNITED STATES DISTRICT CLERK

By: ______________________
Deputy United States District Clerk

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF TEXAS

APPROVED:

Alamdar S. Hamdani
United States Attorney

By: ______________________
Brian Bajew
Assistant United States Attorney

____
Devin Arielle Prater
Attorney for the Defendant

UNITED STATES DISTRICT COURT
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REGINALD DEVON KIMBROUGH	§	
AKA: REGINALD KIMBROUGH	§	

PLEA AGREEMENT -- ADDENDUM

I have fully explained to Defendant his rights with respect to the pending indictment/information. I have reviewed the provisions of the United States Sentencing Commission's Guidelines Manual and Policy Statements and I have fully and carefully explained to Defendant the provisions of those Guidelines which may apply in this case. I have also explained to Defendant that the Sentencing Guidelines are only advisory and the court may sentence Defendant up to the maximum allowed by statute per count of conviction. Further, I have carefully reviewed every part of this plea agreement with Defendant. To my knowledge, Defendant's decision to enter into this agreement is an informed and voluntary one.

Attorney for Defendant

2/6/2025
Date

I have consulted with my attorney and fully understand all my rights with respect to the indictment/information pending against me. My attorney has fully explained, and I understand, all my rights with respect to the provisions of the United States Sentencing Commission's Guidelines Manual which may apply in my case. I have read and carefully reviewed every part of this plea agreement with my attorney. I understand this agreement and I voluntarily agree to its terms.

Defendant

2-6-25
Date