

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

|                                 |   |                                  |
|---------------------------------|---|----------------------------------|
| <b>UNITED STATES OF AMERICA</b> | ) |                                  |
|                                 | ) |                                  |
| <b>v.</b>                       | ) | <b>CRIMINAL NO. 21-000161-JB</b> |
|                                 | ) |                                  |
| <b>CORINE CAMPBELL</b>          | ) |                                  |

**PLEA AGREEMENT**

The defendant, **CORINE CAMPBELL**, represented by her counsel, and the United States of America have reached a plea agreement in this case, pursuant to Rule 11 of the Federal Rules of Criminal Procedure, the terms and conditions of which are as follows:

**RIGHTS OF THE DEFENDANT**

1. The defendant understands her rights as follows:
  - a. To be represented by an attorney;
  - b. To plead not guilty;
  - c. To have a trial by an impartial jury;
  - d. To confront and cross-examine witnesses and to call witnesses and produce other evidence in her defense; and
  - e. To not be compelled to incriminate herself.

**WAIVER OF RIGHTS AND PLEA OF GUILTY**

2. The defendant waives rights b through e, listed above, and pleads guilty to Count One of the Indictment, charging a violation of Title 18, United States Code, Section 1349, conspiracy to commit wire fraud.

3. The defendant understands that the statements she makes under oath in the plea of guilty must be completely truthful and that she can be prosecuted for making false statements or perjury, or receive a perjury enhancement at sentencing, for any false statements she makes intentionally in this plea of guilty.
4. The defendant expects the Court to rely upon her statements here and her response to any questions that she may be asked during the guilty plea hearing.
5. The defendant is not under the influence of alcohol, drugs, or narcotics. She is certain that she is in full possession of her senses and is mentally competent to understand this Plea Agreement and the guilty plea hearing which will follow.
6. The defendant has had the benefit of legal counsel in negotiating this Plea Agreement. She has discussed the facts of the case with her attorney, and her attorney has explained to the defendant the essential legal elements of the criminal charge which has been brought against her. The defendant's attorney has also explained to the defendant the attorney's understanding of the United States' evidence and the law as it relates to the facts of her offense.
7. The defendant understands that the United States has the burden of proving each of the legal elements of the criminal charge beyond a reasonable doubt. The defendant and her counsel have discussed possible defenses to the charge. The defendant believes that her attorney has represented her faithfully, skillfully, and diligently, and she is completely satisfied with the legal advice of her attorney.
8. The defendant recognizes that pleading guilty may have consequences with respect to immigration status if she is not a citizen of the United States. Under

federal law, a broad range of crimes are removable offenses, including the offense to which she is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and the defendant understands no one, including her attorney or the district court, can predict to a certainty the effect of her conviction on her immigration status. Defendant nonetheless affirms that she wants to plead guilty regardless of any immigration consequences that her plea may entail, even if the consequence is her automatic removal from the United States.

9. A separate document, entitled Factual Resume, will be submitted to the Court as evidence at the guilty plea hearing. The Factual Resume is incorporated by reference into this Plea Agreement. The defendant and the United States agree that the Factual Resume is true and correct. Alterations to the Plea Agreement or Factual Resume initialed only by the defendant and her counsel are not part of this agreement and are not agreed to by the United States.
10. This plea of guilty is freely and voluntarily made and is not the result of force, threats, promises, or representations, apart from those representations set forth in this Plea Agreement. There have been no promises from anyone as to the particular sentence that the Court will impose. The defendant is pleading guilty because she is guilty.
11. The defendant also knowingly and voluntarily waives all rights, whether asserted directly or through a representative, to receive from the United States after sentencing any further records, reports, or documents pertaining to the

investigation or prosecution of this matter. This waiver includes, but is not limited to, rights under the Freedom of Information Act and the Privacy Act of 1974.

**PENALTY**

12. The maximum penalty the Court could impose as to Count One of the Indictment is:
  - a. Twenty (20) years imprisonment;
  - b. A fine not to exceed \$250,000;
  - c. A term of supervised release of 3 years, which would follow any term of imprisonment. If the defendant violates the conditions of supervised release, she could be imprisoned for the entire term of supervised release;
  - d. A mandatory special assessment of \$100.00; and
  - e. Such restitution as may be ordered by the Court.

**SENTENCING**

13. The Court will impose the sentence in this case. The United States Sentencing Guidelines are advisory and do not bind the Court. The defendant has reviewed the application of the Guidelines with her attorney and understands that no one can predict with certainty what the sentencing range will be in this case until after a pre-sentence investigation has been completed and the Court has ruled on the results of that investigation. The defendant understands that at sentencing, the Court may not necessarily sentence the defendant in accordance with the Guidelines. The defendant understands that she will not be allowed to withdraw

her guilty plea if the advisory guideline range is higher than expected, or if the Court departs or varies from the advisory guideline range.

14. The defendant understands that this Plea Agreement does not create any right to be sentenced in accordance with the Sentencing Guidelines, or below or within any particular guideline range, and fully understands that determination of the sentencing range or guideline level, or the actual sentence imposed, is solely the discretion of the Court.
15. The United States will provide all relevant sentencing information to the Probation Office for purposes of the pre-sentence investigation. Relevant sentencing information includes, but is not limited to, all facts and circumstances of this case and information concerning the defendant's conduct and background.
16. Both the defendant and the United States are free to allocute fully at the time of sentencing.
17. The defendant agrees to tender \$100.00 to the U.S. District Court Clerk in satisfaction of the mandatory special assessment in this case. The United States reserves the right to withdraw any favorable recommendations it may agree to within this document if the defendant fails to pay the special assessment prior to or at the time of her sentencing.

#### **RESTITUTION**

18. Pursuant to 18 U.S.C. §§ 3556 and 3663(A), restitution is mandatory. The defendant agrees to make full restitution as to all relevant conduct regardless of

whether it relates to the count of conviction in an amount to be determined by the Court at sentencing.

**FORFEITURE**

19. The defendant agrees to confess the forfeiture to the United States of all properties which represent proceeds of her criminal activities or which facilitated any aspect of these illegal activities.

**FINANCIAL OBLIGATIONS**

20. The Defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the Defendant agrees to disclose fully all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party.

**UNITED STATES' OBLIGATIONS**

21. The United States will not bring any additional charges against the defendant related to the facts underlying the Indictment and will move to dismiss any remaining charges against the defendant once sentence is imposed in this case. This agreement is limited to the United States Attorney's Office for the Southern District of Alabama and does not bind any other federal, state, or local prosecuting authorities.

22. The United States will recommend to the Court that the defendant be sentenced at the low end of the advisory sentencing guideline range as determined by the Court.

**APPLICATION OF USSG § 5K1.1 AND/OR FED. R. CRIM. P. 35**

23. The defendant understands and agrees that she has no right to cooperate, and that the decision whether to allow her to cooperate is reserved solely to the United States in the exercise of its discretion. If the United States agrees to allow the defendant to cooperate, and if the defendant agrees to cooperate, the following terms and conditions apply:
- a. The defendant shall fully, completely, and truthfully respond to all questions put to her by law enforcement authorities regarding the underlying facts of the offense(s) with which she is charged, as well as the underlying facts of any criminal offense(s), state or federal, of which she has information or knowledge.
  - b. The defendant acknowledges that she understands that she shall provide truthful and complete information regarding any offense about which she has knowledge or information regardless of whether law enforcement authorities question her specifically about any such offense. This provision requires the defendant to divulge all information available to her even when law enforcement authorities do not know about the defendant's involvement, knowledge or information relating to any particular offense.

This requirement extends to any and all persons about whom the defendant has such knowledge or information.

- c. The defendant agrees to cooperate completely with all law enforcement authorities in any matters to which her cooperation may be deemed relevant by any law enforcement authority. The defendant agrees to fully comply with all instructions from law enforcement authorities regarding the specific assistance she shall provide. This includes, but is not limited to, consenting to monitored and/or recorded telephone conversations, participating in undercover operations, testifying completely and truthfully before any grand jury, at any pre-trial proceeding, during any trial, and any post-trial proceeding.
- d. If the United States deems it necessary, the defendant may be required to take a polygraph examination(s) which will be administered by a government polygrapher. The defendant agrees that the results of any polygraph examination may be used by the United States in its evaluation of whether there has been substantial assistance, and are admissible at sentencing to rebut an assertion by the defendant of bad faith or unconstitutional motive on the part of the United States.
- e. The defendant agrees to turn over to the United States any and all documents, tapes and other tangible objects which are in her possession or under her control and which are relevant to her participation in and knowledge of criminal activities, regardless of whether it relates to the

charged offense. This obligation is a continuing one and includes materials that the defendant may acquire, obtain or have access to after the execution of this agreement.

f. The defendant also agrees to identify the assets of any other person which were obtained through or facilitated the defendant's illegal activities or the illegal activities of another.

g. If the defendant provides full, complete, truthful and substantial cooperation to the United States, which results in substantial assistance to the United States in the investigation or prosecution of another criminal offense, a decision specifically reserved by the United States in the exercise of its sole discretion, then the United States agrees to move for a downward departure in accordance with Section 5K1.1 of the United States Sentencing Guidelines or Rule 35 of the Federal Rules of Criminal Procedure, whichever the United States deems applicable. The United States specifically reserves the right to make the decision relating to the extent of any such departure request made under this agreement based upon its evaluation of the nature and extent of the defendant's cooperation. The defendant understands that the United States will make no representation or promise with regard to the exact amount of reduction, if any, the United States might make in the event that it determines that the defendant has provided substantial assistance. The defendant understands that a mere interview with law enforcement authorities does not constitute

substantial assistance. The defendant also understands that, should she provide untruthful information to the United States at any time, or fail to disclose material facts to the United States at any time, or commits a new criminal offense, the United States will not make a motion for downward departure.

h. The United States and the defendant agree that any breach of this agreement by the defendant, including but not limited to committing a new offense, failing to cooperate, intentionally withholding information, giving false information, committing perjury, failing to identify assets obtained by her from her illegal activities or obtained by others associated with her or of which she has knowledge, refusing to take a polygraph examination, failing a polygraph examination, or refusing to testify before the grand jury or at any judicial proceeding, would:

- (1) permit the United States to reinstate and proceed with prosecution on any other charges arising from the matters underlying the Indictment; and
- (2) permit the United States to initiate and proceed with the prosecution on any other charges arising from a breach of this agreement. The United States will not be limited, in any respect, in the use it may make against the defendant of any information provided by the defendant during her breached cooperation. Such breach will constitute a waiver

of any claim the defendant could make under the United States Constitution, the Federal Rules of Evidence, the Federal Rules of Criminal Procedure, or any statute or case law by which the defendant seeks to suppress the use of such information or any evidence derived from such information.

- i. Nothing in this agreement shall protect the defendant in any way from prosecution for any offense committed after the date of this agreement, including perjury, false declaration, false statement, and obstruction of justice, should the defendant commit any of these offenses during her cooperation. The defendant acknowledges and agrees that the information that she discloses to the United States pursuant to this agreement may be used against her in any such prosecution.
- j. The United States and the defendant agree that the defendant will continue her cooperation even after she is sentenced in the instant matter. Her failure to continue her cooperation will constitute a breach of this agreement, and the defendant agrees that under such conditions, the United States will be free to reinstate the charges and the prosecution of the charges in the Indictment, which are to be dismissed in accordance with this agreement. Under these circumstances, the defendant expressly waives any rights she may have under the statute of limitations and the speedy trial provisions.

**LIMITED WAIVER OF RIGHT TO APPEAL AND  
WAIVER OF COLLATERAL ATTACK**

24. As part of the bargained-for exchange represented in this plea agreement, and subject to the limited exceptions below, the defendant knowingly and voluntarily waives the right to file any direct appeal or any collateral attack, including a motion to vacate, set aside, or correct sentence under 28 U.S.C. § 2255. Accordingly, the defendant will not challenge her guilty plea, conviction, or sentence in any district court or appellate court proceedings.

a. **EXCEPTIONS.** The defendant reserves the right to timely file a direct appeal challenging:

- (1) any sentence imposed in excess of the statutory maximum;
- (2) any sentence which constitutes an upward departure or variance from the advisory guideline range.

The defendant also reserves the right to claim ineffective assistance of counsel in a direct appeal or § 2255 motion.

25. If the United States files a notice of appeal and such appeal is authorized by the Solicitor General, the defendant is released from the appellate waiver.
26. The defendant further reserves the right to timely move the district court for an amended sentence under 18 U.S.C. § 3582 in the event of a future retroactive amendment to the Sentencing Guidelines which would affect the sentence.
27. If the defendant receives a sentence within or below the advisory guideline range, this plea agreement shall serve as the defendant's express directive to defense

counsel to timely file a "Notice of Non-Appeal" following sentencing, signed by the defendant.

**VIOLATION OF AGREEMENT**

28. The defendant understands that if she breaches any provision of this Plea Agreement, the United States will be free from any obligations imposed by this agreement, but all provisions of the agreement remain enforceable against the defendant. In the exercise of its discretion, the United States will be free to prosecute the defendant on any charges of which it has knowledge. In such event, the defendant agrees not to assert any objections to prosecution that she might have under the Sixth Amendment and/or Speedy Trial Act.
29. In addition, if the defendant is released from detention prior to sentencing, she understands that the United States will no longer be bound by this agreement if she violates any condition of her release prior to sentencing or prior to serving her sentence after it is imposed.

**ENTIRETY OF AGREEMENT**

30. This document is the complete statement of the agreement between the defendant and the United States and may not be altered unless done so in writing and signed by all the parties.

Respectfully submitted,  
SEAN P. COSTELLO  
UNITED STATES ATTORNEY

Date: 12/13/2021

/s/ Kasee S. Heisterhagen

KASEE S. HEISTERHAGEN  
Deputy Criminal Chief  
Assistant United States Attorney


I have consulted with my counsel and fully understand all my rights with respect to the offense charged in the Indictment pending against me. I have read this Plea Agreement and carefully reviewed every part of it with my attorney. I understand this agreement, and I voluntarily agree to it. I hereby stipulate that the Factual Resume, incorporated herein, is true and accurate in every respect, and that had the matter proceeded to trial, the United States could have proved the same beyond a reasonable doubt.

Date: 12/17/21

  
CORINE CAMPBELL  
Defendant

I am the attorney for the defendant. I have fully explained her rights to her with respect to the offenses charged in the Indictment in this matter. I have carefully reviewed every part of this Plea Agreement with her. To my knowledge, her decision to enter into this agreement is an informed and voluntary one. I have carefully reviewed the Factual Resume, incorporated herein, with the defendant and to my knowledge, her decision to stipulate to the facts is an informed, intelligent and voluntary one.

Date: 12/17/21

  
STEWART HANLEY  
Attorney for Defendant



known to **CAMPBELL** and to the United States concerning the defendant's involvement in the charges set forth in the plea agreement.

On March 29, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was enacted into federal law to provide emergency financial assistance to Americans who were suffering the economic effects caused by the COVID-19 Pandemic. One source of funding under the CARES Act available to small businesses was the Paycheck Protection Program ("PPP"). To be eligible for a PPP loan, it was necessary for a business to be in existence before February 15, 2020, have employees, and have monthly payroll costs. The loan application's required representations included a certification that the information submitted was true and accurate and that the funds would only be used for business-related purposes.

In March 2021, the SBA allowed persons who identified as sole proprietors to apply for PPP funding in order for those persons to maintain economic solvency due to declining business revenues caused by the Covid-19 Pandemic. In support of PPP applications, persons claiming to maintain a business matter as a sole proprietor with no other employees submitted an Internal Revenue Service ("IRS") Form Schedule C (Form 1040) Profit or Loss From Business, a portion of which is seen below.

Under the sole proprietor loan calculation guidelines, the maximum loan amount for a sole proprietor with no employees is \$20,833 (the PPP program has a cap of \$100,000 on the Gross Income or Net Profit Amount). Using the PPP loan calculation formula for Schedule C filers, a PPP loan in the amount of \$20,830 indicated that the applicant / borrower asserted that he/she earned \$100,000 or more in Gross Income during tax years 2019 or 2020.

In 2006, in the Southern District of Alabama, Demetrius Richardson was sentenced to serve a term of confinement. Richardson was released from BOP custody in August 2020. On April 19, 2021, Richardson was arrested on a state charge and has remained in custody since that date.

A search of the SBA loan database revealed the existence of an outstanding PPP loan created under Richardson's confirmed personal identifiers and funded by PPP lender Prestamos CDFI, of Phoenix, Arizona. A false Schedule C tax filing document was submitted in support of Richardson's loan. The 2019 Schedule C asserted that Richardson realized income of \$108,099.00 despite the fact that he was in federal custody that entire year. However, Richardson remained in the custody of the BOP in January 2020.

The loan file from Prestamos and its partner, Blue Acorn, contained what purported to be a Navy Federal Credit Union monthly statement for Richardson. Richardson did not claim income with the IRS during 2019 and the 2019 Schedule C used to induce the creation of the PPP loan was false and never filed with the IRS. Navy Federal investigators stated that the accounts to which this statement related were actually created on September 21, 2020, so it was impossible that this was a legitimate statement created by Navy Federal in March 2020. For any business entity to be eligible for PPP funding, the business must have been in legitimate operational existence prior to February 15, 2020.

Richardson's fraudulent PPP application and its supporting documents were submitted via the internet, a facility and instrumentality of interstate commerce, to computer servers in Virginia with **CAMPBELL'S** assistance. The application itself was created, submitted, and modified on or about the dates of April 15, 2021, prior to Richardson's arrest, and on April 28,

2021, while Richardson was in custody, using internet protocol (IP) addresses controlled by AT&T which geographically resolve to the Southern District of Alabama. **CAMPBELL** began assisting Richardson with his application after his April 19, 2021 arrest and Richardson paid **CAMPBELL** for her assistance which is prohibited by the program. The loan closing documents bearing an electronic signature purporting to be Richardson's were submitted on April 29, 2021, from an IP address in the Southern District of Alabama.

The scheme and artifice **CAMPBELL** and Richardson used to defraud the PPP induced Blue Acorn, the SBA, and Prestamos to create and fund the PPP loan for Richardson. This scheme resulted in the debit of \$20,830 in loan proceeds from Arizona based Prestamos' holding account at PNC Bank, which is headquartered in Pennsylvania. The loan proceeds were then electronically transferred, causing an interstate communication, to Richardson's bank Account at Navy Federal, which is headquartered in Virginia. Both PNC Bank and Navy Federal are financial institutions as defined by 18 U.S.C. § 20.

On April 28, 2021 Richardson called his sister from jail in a recorded telephone call and Richardson's sister told him she was going to do a transfer from his account into **CAMPBELL'S** Navy Federal account after she saw the PPP funds deposited in Richardson's account. After the funds were electronically placed in Richardson's Navy Federal account on May 13, 2021, \$8,000 of the loan proceeds were transferred out of the account as detailed below:

| <b>Date of Transfer</b> | <b>Recipient</b>          | <b>Account</b> | <b>Amount</b> |
|-------------------------|---------------------------|----------------|---------------|
| May 14, 2021            | Corine<br><b>CAMPBELL</b> | Navy Federal   | \$4,000       |
| May 25, 2021            | Corine                    | Navy Federal   | \$4,000       |

|  |                 |  |  |
|--|-----------------|--|--|
|  | <b>CAMPBELL</b> |  |  |
|--|-----------------|--|--|

Leroy Vidal Jackson was convicted in the Southern District of Alabama and sentenced in 2005 to a term of confinement. On March 9, 2021, Jackson was released from custody. Jackson was in custody during the entire 2019 and 2020 calendar years. Jackson did not operate a business during that time.

Jackson received a PPP loan for \$20,832.00 funded by approved PPP lender Prestamos CDFI, of Phoenix, Arizona. **CAMPBELL** prepared this false loan application for Jackson.

Jackson's PPP loan application was created by **CAMPBELL** on March 25, 2021, approximately eight days after Jackson was released from federal custody. Within the file were evidentiary documents to include the Form Schedule C and what purported to be a Navy Federal Credit Union monthly statement. The 2019 Schedule C used to induce the creation of the PPP loan was false and never filed with the IRS.

Leroy Vidal Jackson was previously convicted in the Southern District of Alabama and sentenced in 2005, to a term of confinement within the U.S. Bureau of Prisons ("BOP"). On March 9, 2021, Jackson was released from formal custody. Jackson was in the custody of the BOP during the entire 2019 and 2020 calendar years. When viewed within the context of the COVID-19 Pandemic, Jackson remained in custody both before and during the significant economic decline caused by the virus and

it would be highly unlikely that he operated a business and worked as its sole employee during that time.

During an investigation which led to the arrest of Demetrius Richardson for his role in a conspiracy to defraud the SBA and PPP lenders, Jackson came to the attention of federal agents after information identified his involvement in a scheme to obtain PPP funds by ineligible persons. A search of the SBA loan database met with a positive result for the existence of an outstanding PPP loan (Loan # 49802089-09) for \$20,832.00 created under the confirmed personal identifiers of Jackson. This particular loan was created and funded by approved PPP lender Prestamos CDFI, of Phoenix, Arizona. The Social Security Administration identification number and the phone number used to create PPP Loan 49802089-09 both in-fact relate to Jackson. The loan also identified the physical location and mailing address of the business as Jackson's last known residence.

Within the submitted PPP application which caused the loan to be funded and disbursed, it was asserted that Jackson was a sole proprietor and realized average monthly payroll expenses of \$8,333.00 for himself prior to the Pandemic. The information within the SBA database also disclosed that an IRS Schedule C tax filing document was submitted in support of this loan. The 2019 Schedule C asserted that Jackson realized business income of \$106,788.00. A check of Jackson's reported wages found no recently reported earnings or work history during this time. Additional information within the loan application documented that the nature of the business was "Landscaping Services." Jackson remained in the custody of the BOP in January 2020 and beyond until March 17,

2021. The Schedule C document identified above and used to influence the PPP lender claimed that Jackson realized business revenues and expenses in tax year 2019 for his sole proprietorship, the same business which his loan application contradictorily asserted was created on January 1, 2020.

Jackson's PPP loan application was created on March 25, 2021, approximately eight days after Jackson was released from federal custody. Within the file were evidentiary documents to include the Form Schedule C and what purported to be a Navy Federal Credit Union monthly statement. The 2019 Schedule C used to induce the creation of the PPP loan was false and never filed with the IRS.

Examination of the forged Navy Federal statement **CAMPBELL** submitted for Jackson with his loan application matches that of the forged document she submitted with Demetrius Richardson's PPP loan. The data in the lower portion of the forged Statement under "Summary of your deposit accounts" is identical on both Jackson's and Richardson's forged Navy Federal Credit Union Statement of Account for 2/13/20-3/12/20. The forged credit union statements represent that Jackson and Richardson both had exactly the same balance - \$10,044.77 - in their accounts during this date range before either had the accounts open and when both were in federal prison.

Jackson's PPP application of Jackson was submitted via the internet, a facility and instrumentality of interstate commerce, by **CAMPBELL** to Blue Acorn's computer servers in Virginia. The application itself was created, submitted, and modified on or about the dates of March 25, 2021, using an IP address in the Southern District of

Alabama. This action caused the loan to be fully funded and disbursed on or about May 18, 2021.

**CAMPBELL's** scheme and artifice to defraud the PPP induced Blue Acorn, the SBA, and Prestamos to create and fund Jackson's PPP loan. This scheme resulted in the debit of \$20,832 in loan proceeds from Phoenix, Arizona based Prestamos' holding account at PNC Bank, which is headquartered in Pennsylvania. The loan proceeds were then electronically transferred, causing an interstate communication, to Jackson's bank Account at Navy Federal, which is headquartered in Virginia.

Jackson's PPP loan proceeds were electronically transferred and posted to his Navy Federal account on or about May 18, 2021. From February 2021 until the PPP funds were received by Jackson in his personal account in May 2021, the account did not reflect any activity consistent with the operation of a business.

On September 8, 2021, local Mobile, Alabama news station FOX10 published an online and broadcast news article regarding Demetrius Richardson and the criminal complaint implicating him on PPP Fraud. On September 9, 2021, federal agents of Homeland Security Investigations executed a search warrant at **CAMPBELL's** Saraland, Alabama residence. Incident to the search of the residence, **CAMPBELL's** Apple iPhone was seized for forensic examination. Within the device were text messages between Jackson and **CAMPBELL** in which they discuss their involvement in a scheme to defraud the PPP.

During the same time frame as the texts, Jackson and **CAMPBELL** also corresponded over the WhatsApp encrypted messaging platform. Review of the WhatsApp messages further disclosed communications focused on their role in a conspiracy to defraud the PPP.

On September 9, 2021, at approximately 7:09 AM local time, **CAMPBELL** was provided a link to the FOX10 article via text message referenced above. **CAMPBELL** created a “screen shot” of the text thread at 7:54 AM. Immediately thereafter, at 7:12 AM, **CAMPBELL** sent a message to Jackson, instructing him to call her. Phone records extracted from **CAMPBELL**’s phone disclosed that she then placed an outgoing call to Jackson via WhatsApp which lasted 32 minutes. Then, at 7:55 AM, one minute after creating the image seen above within Paragraph 35, **CAMPBELL** forwarded the screenshot depicting the article to Jackson. Within 60 minutes of the above communications, federal agents were able to seize **CAMPBELL**’s electronics, thus preserving the electronic data and communications.

**CAMPBELL**’s scheme and artifice to defraud caused to be transmitted in interstate commerce multiple communications consisting of false PPP applications, forged supporting documents, and the resulting electronic transfer of funds between financial institutions headquartered outside the Southern District of Alabama.

Examination of the Navy Federal statement for Jackson matches that of the forged document also submitted with the PPP loan of Demetrius Richardson. Specifically, the data contained in the lower portion of the forged Statement under “Summary of your

deposit accounts” is identical on both Jackson’s and Richardson’s forged Navy Federal Credit Union Statement of Account for 2/13/20-3/12/20. The forged credit union statements represent that Jackson and Richardson both had exactly the same balance - \$10,044.77 - in their accounts during this date range before either had the accounts open and when both were in federal prison.

The PPP application of Jackson was submitted via the internet, a facility and instrumentality of interstate commerce, to Blue Acorn’s computer servers in Virginia. The application itself was created, submitted, and modified on or about the dates of March 25, 2021, using an IP address is controlled by AT&T which geographically resolves to the Southern District of Alabama. This action caused the loan to be fully funded and disbursed on or about May 18, 2021.

This scheme resulted in the debit of \$20,832 in loan proceeds from Phoenix, Arizona based Prestamos’ holding account at PNC Bank, which is headquartered in Pennsylvania.

Jackson’s PPP loan proceeds were electronically transferred by Prestamos and posted to his Navy Federal account on or about May 18, 2021. From February 2021 until the PPP funds were received by Jackson in his personal account in May 2021, the account did not reflect any activity consistent with the operation of a business.

On September 8, 2021, local Mobile, Alabama news station FOX10 published an online and broadcast news article regarding Demetrius Richardson and the criminal complaint implicating him in PPP Fraud. On September 9, 2021, federal agents of

Homeland Security Investigations executed a search warrant at **CAMPBELL's** Saraland, Alabama residence. Incident to the search of the residence, **CAMPBELL's** Apple iPhone was seized for forensic examination. Within the device were text messages between Jackson and **CAMPBELL** in which they discuss their involvement in a scheme to defraud the PPP. During the same time frame as the texts, Jackson and **CAMPBELL** also corresponded over the WhatsApp encrypted messaging platform. Review of the WhatsApp messages further disclosed communications focused on their role in a conspiracy to defraud the PPP.

On September 9, 2021, **CAMPBELL** was provided a link to the FOX10 article via text message referenced above. **CAMPBELL** created a "screen shot" of the text thread and sent a message to Jackson, instructing him to call her. Phone records extracted from **CAMPBELL's** phone disclosed that she then placed an outgoing call to Jackson via WhatsApp which lasted 32 minutes. Then, at 7:55 AM, one minute after creating the image seen above within Paragraph 35, **CAMPBELL** forwarded the screenshot depicting the Richardson article to Jackson. Within 60 minutes of the above communications, federal agents were able to seize **CAMPBELL's** electronics, thus preserving the electronic data and communications.

The conspiracy to commit the scheme caused to be transmitted in interstate or foreign commerce multiple communications consisting of the false application, supporting documents, and the resulting electronic transfer of funds between two financial institutions headquartered outside the Southern District of Alabama.

**CAMPBELL** admits the United States could prove beyond a reasonable doubt that she conspired with others to prepare or assisted in preparing more than 50 false PPP loan applications during the time frame alleged in the conspiracy count, which resulted in actual or attempted fraud totaling \$1,000,000.

AGREED TO AND SIGNED.

Respectfully submitted,

SEAN P. COSTELLO  
UNITED STATES ATTORNEY

Date: 12/13/2021

/s/ Kasee S. Heisterhagen  
KASEE S. HEISTERHAGEN  
Assistant United States Attorney  
Deputy Chief, Criminal Division

Date: 12/17/21

  
CORINE CAMPBELL  
Defendant

Date: 12/17/21

  
STEWART HANLEY  
Attorney for Defendant