PRECEDENTIAL

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 24-2199

UNITED STATES OF AMERICA,

v.

CHRISTOPHER MILLER,
Appellant

On Appeal from the United States District Court
for the Middle District of Pennsylvania
(District Court No.: 3:23-cr-00095-001)
District Judge: Honorable Julia K. Munley

Argued December 10, 2025

(Filed April 3, 2026)

Before: PHIPPS, ROTH, and RENDELL, *Circuit Judges*.

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MIDDLE DISTRICT OF PENNSYLVANIA
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Counsel for Appellees

OPINION OF THE COURT

RENDELL, *Circuit Judge*.

Christopher Miller appeals his sentence for bank fraud, aggravated identity theft, and unlawful monetary transactions. He argues the District Court erred in concluding that Kelly Moran and Robert Reynolds—respectively, Miller's wife and neighbor—were "participants" and thus erred in applying the four-level enhancement under U.S.S.G. § 3B1.1(a) for organizing or leading "criminal activity that involved five or more participants or was otherwise extensive." In applying the enhancement, the District Court relied on the three-step inquiry we adopted in *United States v. Helbling* to conclude that the sum of the three participants and thirteen non-participants was the functional equivalent of five participants and thus satisfied the "otherwise extensive" prong. 209 F.3d 226 (3d Cir. 2000). *Helbling* relied on the Sentencing Guidelines' commentary in developing the three-step inquiry. Under our precedent, however, courts may consider commentary only when the text of a particular Guideline is genuinely ambiguous. *United States* *v. Nasir*, 17 F.4th 459, 471 (3d Cir. 2021) (en banc). The District Court erred in not following this analysis, but as we explain below, the District Court would have reached the same conclusion if it had conducted the *Nasir* analysis before deferring to the commentary and *Helbling* test. Therefore, the legal error was harmless. *See generally* Fed. R. Crim. P. 52(a) ("Any error, defect, irregularity, or variance that does not affect substantial rights must be disregarded."). Accordingly, we will affirm Miller's sentence.

I. BACKGROUND

Between April 2020 and September 2021, Miller defrauded over $2 million from the Paycheck Protection Program, the Economic Injury Disaster Loan program, and the Pandemic Unemployment Assistance program. Miller filed dozens of fraudulent loan applications on behalf of himself, his corporate entities, his wife, his neighbor, and at least thirteen other family members and associates. These family members and associates provided Miller with their personal information to fill out the applications, and upon receiving the fraudulent funds, they paid Miller kickbacks.

The District Court found that the role played by Miller's wife, Kelly Moran, and his neighbor, Robert Reynolds, exceeded the involvement of Miller's other family members and associates. Moran not only provided Miller with her personal information and received fraudulent funds, but she also called a lender to verify her personal information and check the status of an application. Further, after the FBI executed a search warrant on their home and issued a target letter, Moran willingly fled to South Carolina with Miller, where she lived with him for over a year while he used a fake name. Also, many of those who were involved to a lesser degree were Moran's family members. Reynolds—in addition to supplying Miller with his personal information and paying Miller nearly $15,000 in kickbacks—sat in Miller's home to have his photo taken for use in a fraudulent loan application. He later pleaded guilty to wire fraud for his participation in Miller's scheme.

Fifty-four charges were brought against Miller for wire fraud, bank fraud, false loan applications, false statements to the Small Business Administration, aggravated identity theft, and unlawful monetary transactions. Miller accepted a plea deal and pleaded guilty to one count of bank fraud, one count of aggravated identity theft, and one count of unlawful monetary transactions. The final Presentence Investigation Report ("PSR") calculated Miller's criminal history score to be seven, placing him in criminal history category IV. The PSR calculated Miller's total adjusted offense level to be twenty-seven, which included the four-level leadership enhancement under U.S.S.G. § 3B1.1(a). Miller was also subject to a two-year consecutive mandatory sentence for the count of aggravated identity theft, yielding an advisory Guideline range of 124 to 149 months' imprisonment.

Miller objected to the PSR's calculations on two grounds. First, Miller objected to the application of the four-level leadership enhancement pursuant to U.S.S.G. § 3B1.1(a). Specifically, Miller argued he was not the leader of "otherwise extensive" criminal conduct because Moran and Reynolds were not "participants" in Miller's scheme. Miller also objected to the PSR's calculation of his criminal history score. The District Court overruled both of Miller's objections, adopted the PSR's findings, and sentenced Miller to 149 months' imprisonment.

Miller appealed, challenging only whether the District Court erred in applying the four-level leadership enhancement pursuant to U.S.S.G. § 3B1.1(a) by incorrectly categorizing Moran and Reynolds as "participants" in Miller's scheme.

II. JURISDICTION AND STANDARD OF REVIEW

The District Court had subject matter jurisdiction pursuant to 18 U.S.C. § 3231. This Court has jurisdiction pursuant to 28 U.S.C. § 1291 and 18 U.S.C. § 3742(a).

We review the District Court's interpretation of the Sentencing Guidelines de novo. *United States v. McIntosh*, 124 F.4th 199, 205 (3d Cir. 2024). We review the District Court's factual findings in support of the enhancement under the clear error standard. *See United States v. Adair*, 38 F.4th 341, 347 (3d Cir. 2022) (citing *United States v. Huynh*, 884 F.3d 160, 165 (3d Cir. 2018)).

III. DISCUSSION

For many years, we treated the Sentencing Commission's commentary as authoritative and gave it controlling weight unless it was "inconsistent with, or a plainly erroneous reading of, that [G]uideline." *United States v. Metro*, 882 F.3d 431, 437 (3d Cir. 2018) (quoting *Stinson v. United States*, 508 U.S. 36, 38 (1993)). However, in *Kisor v. Wilkie*, 588 U.S. 558, 573 (2019), the Supreme Court held that courts should defer to agency interpretations of their own regulations only where the regulation is genuinely ambiguous. Thereafter we applied that holding in *United States v. Nasir*, 17 F.4th 459, 471 (3d Cir. 2021), and announced a three-step test to decide whether to consult and defer to a particular provision of the Sentencing Guidelines commentary. First, we ask whether the Guideline is "genuinely ambiguous" after "carefully consider[ing] the text, structure, history, and purpose." *Id.* (quoting *Kisor*, 588 U.S. at 575 (internal quotation marks omitted)). If it is not, our inquiry ends, and we apply the plain text of the Guideline. *Id.* If it is genuinely ambiguous, we proceed to step two and ask if the commentary is "reasonable," *id.*, meaning the commentary "clarif[ies] the ambiguity" identified in step one without "chang[ing] the meaning of the text," *United States v. Chandler*, 104 F.4th 445, 450 (3d Cir. 2024), or said differently, that the commentary is within "the outer bounds of permissible interpretation." *Nasir*, 17 F.4th at 471 (quoting *Kisor*, 588 U.S. at 576). If the commentary is reasonable, we proceed to step three and consider "whether the character and context of the agency interpretation entitles it to controlling weight." *Id.* (quoting *Kisor*, 588 U.S. at 576). If the commentary's interpretation "implicate[s] [the Commission's] substantive expertise[,]" "reflect[s] fair and considered judgment," and is the agency's "official position," it is entitled to controlling weight, and we will defer to it. *Id.* (quoting *Kisor*, 588 U.S. at 577, 579).

Miller challenges the District Court's application of Guideline § 3B1.1(a), which permits a four-level enhancement "[i]f the defendant was an organizer or leader of a criminal activity that involved five or more participants or was otherwise extensive." U.S.S.G. § 3B1.1(a). Miller does not challenge the District Court's ruling that he was an organizer or leader, so our inquiry focuses on whether "otherwise extensive" is genuinely ambiguous.[1] Before *Kisor* and *Nasir*, we had interpreted the "otherwise extensive" prong of Guideline § 3B1.1(a) at issue here. *See United States v. Helbling*, 209 F.3d 226 (3d Cir. 2000). In *Helbling*, we deferred to the Commission's interpretative commentary in defining "participant" and "otherwise extensive" when establishing the test to determine what qualifies as "otherwise extensive." *Id.* at 244–45 (citing U.S.S.G. § 3B1.1, Application Note 1 (defining "participant"), U.S.S.G. § 3B1.1, Application Note 3 (stating that "all persons involved during the course of the entire offense are to be considered" when determining whether the activity was "otherwise extensive")). Because in *Helbling* we deferred to the commentary without considering whether "otherwise extensive" was ambiguous, after *Kisor* and *Nasir*, we must reverse course and consider whether that phrase is "genuinely ambiguous."

A. The Guideline is Genuinely Ambiguous

For step one, we must apply the standard tools of statutory interpretation, which include the dictionary definitions of words and phrases that are contemporaneous with the promulgation of the Guideline. *See Chandler*, 104 F.4th at 451. To begin, we note Miller's argument that this Court already found this provision as unambiguous in *Adair* is incorrect. Rather, *Adair* dealt with the "organizer or leader" prong of Guideline § 3B1.1(a), and its conclusion that "organizer" and "leader" are not genuinely ambiguous does not control whether "otherwise extensive" is genuinely ambiguous. 38 F.4th at 354.

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[1] There is no contention that there were five or more participants.

Turning to dictionaries in use at the time of the Guideline's promulgation, Black's Law Dictionary defines "otherwise" to mean "[i]n a different manner; in another way, or in other ways." *Otherwise*, Black's Law Dictionary (6th ed. 1990); *see also Otherwise*, Black's Law Dictionary (5th ed. 1979). Black's Law Dictionary defines "extensive" to mean "[w]idely extended in space, time, or scope; great or wide or capable of being extended." *Extensive*, Black's Law Dictionary (6th ed. 1990); *see also Extensive*, Black's Law Dictionary (5th ed. 1979). These dictionary definitions do not resolve what Guideline § 3B1.1(a) means by "otherwise extensive."

The standard tools of statutory interpretation also include an analysis of other textual aspects. *See, e.g.*, *Adair*, 38 F.4th at 351 ("Other textual aspects of [U.S.S.G.] § 3B1.1(a) illuminate the meaning of 'organizer' and 'leader.'"). Here, "otherwise extensive"—like "involved five or more participants"—modifies "criminal activity." These modifying phrases are joined by the conjunction "or," "which most commonly functions to indicate either an alternative between different or unlike things, states, or actions or a choice between alternative things, states, or courses." *Id.* (footnotes omitted). But "or" can also have a different meaning—it can indicate "the synonymous, equivalent, or substitutive character of two words or phrases," or even a "correction or greater exactness of phrasing or meaning." *Id.* at 351–52 (internal quotations and citations omitted); *see Honig v. Doe*, 484 U.S. 305, 334 (1988) (Scalia, J., dissenting) (identifying the multiple common definitions of the term "or"). Accordingly, to understand "otherwise extensive" requires an understanding of the comparator—here, "five or more participants."

Miller argues if the "otherwise extensive" prong could be satisfied by leadership over "a handful of participants, the five (5) participant threshold set out at the beginning of the [G]uideline[] would lose meaning." Miller Supp. Br. at 7. But we draw the opposite conclusion. To read "otherwise extensive" as requiring the exact thing as the initial "five or more participants" prong would render the phrase entirely superfluous. *See Honig*, 484 U.S. at 334 ("That is rather like a statute giving the vote to persons who are '18 or 21.'"); *see also Disabled in Action of Pa. v. Se. Pa. Transp. Auth.*, 539 F.3d 199, 210 (3d Cir. 2008) (the Court must presume that "every word in a statute has meaning and avoid interpreting one part of a statute in a manner that renders another part superfluous") (citing *Rosenberg v. XM Ventures*, 274 F.3d 137, 141–42 (3d Cir. 2008)). However, neither the dictionary definitions nor our standard tools of statutory interpretation clarify whether "otherwise extensive" is restricted to the number of individuals involved in the criminal activity or may include other indicia of a criminal activity's extensiveness such as the magnitude of the harm, the complexity of the planning, or the number of victims.

The dictionary definitions of "participant" do not clarify the ambiguity either. Merriam-Webster defines "participant" as "one that participates," and to "participate" as "to possess something of the nature of a person, thing, or quality," "to take part," or "to have a part or share in something." *Participant*, Merriam-Webster's Collegiate Dictionary (9th ed. 1983); *Participate*, Merriam-Webster's Collegiate Dictionary (9th ed. 1983). For instance, the meaning of "participant" can be completely changed by the use of the modifier "willing" or "unwitting," suggesting that "participant" is genuinely ambiguous as well. *See, e.g.*, *United States v. Barbosa*, 271

F.3d 438, 470 (3d Cir. 2001) (record showed that appellant was "apparently a *willing participant* in the operation to smuggle drugs to Philadelphia from Aruba" as opposed to the "classic example of a courier . . . who was enticed, coerced, or exploited by an affluent, sophisticated drug dealer") (emphasis added); *United States v. Flores Perez*, 849 F.2d 1, 2 (1st Cir. 1988) (appellant argued the evidence was insufficient to prove "he was anything more than an *unwitting participant* who was caught in the wrong place at the wrong time") (emphasis added).

The Commission identified the purpose for the enhancement in the background commentary for Guideline § 3B1.1, which we may consider without going through the *Kisor* process,[2] as follows:

> This section provides a range of adjustments to increase the offense level based upon the *size of the criminal organization (i.e., the number of participants in the offense)* and the degree to which the defendant was responsible for committing the offense . . . . The Commission's intent is that this adjustment should increase with both *the size of the organization* and the degree of the defendant's responsibility.

[2] *See Adair*, 38 F.4th at 347–48 ("The paradigm applies only to the Commission's interpretive commentary, not its commentary related to either background information or circumstances that may warrant a departure from a [G]uideline.").

U.S.S.G. § 3B1.1, Background (emphasis added). The background commentary also explains why the size of the criminal activity is important to the purpose of the provision, noting that the Sentencing Commission drafted the Guideline's separate provisions to respond to criminal organizations whose size and structure increases the significance of the defendant's role. *Compare* U.S.S.G. § 3B1.1(a)–(b), *with* § 3B1.1(c).

Our precedent also supports a finding of ambiguity. In *Helbling*, we recognized that although "otherwise extensive" appeared to be a "seemingly simple phrase," it had "spawned much discussion, and some disagreement, in the opinions of several courts of appeals." *Helbling*, 209 F.3d at 244. Whereas the Second Circuit—whose test we adopted in *Helbling*—limited the focus to the headcount of individuals involved, other circuits permit a broader consideration of other indicia of extensiveness including the breadth, scope, complexity, geographical reach, and duration of the scheme. *Id.* (citing *United States v. Carrozzella*, 105 F.3d 796, 802–03 (2d Cir. 1997); *United States v. Dietz*, 950 F.2d 50, 53–54 (1st Cir. 1991)). This circuit split further supports a finding of ambiguity.

Moreover, two former Justices referred to the provision as an example of a "highly complex or open-ended Sentencing Guidelines [provision]" that was "obviously written for application by an experienced trial judge," highlighting the phrase "otherwise extensive." *Blakely v. Washington*, 542 U.S. 296, 346–47 (2004) (Breyer, J., dissenting, joined by O'Connor, J.).

The history of Guideline § 3B1.1 does little to clarify the meaning of "otherwise extensive." The Commission has only made one non-substantive amendment to § 3B1.1 since promulgating the Guideline in 1987. *See* U.S.S.G. App. C Amend. 831 (Nov. 1, 2024) (inserting the word "subsection" in § 3B1.1(c)). Accordingly, the history of § 3B1.1 also supports a finding of ambiguity.

In sum, the text of § 3B1.1 is ambiguous, and the purpose, history, and precedent relating to the Guideline only confirm that ambiguity.

B. Reasonableness of the Commentary

For commentary to be reasonable, it must not "improperly expand[ ] the Guideline," *United States v. Banks*, 55 F.4th 246, 253 (3d Cir. 2022), and must remain within "the outer bounds of permissible interpretation," *Nasir*, 17 F.4th at 471 (citation omitted). The commentary here does exactly that. The commentary directs the court to consider "all persons involved during the course of the entire offense" when assessing whether an organization is "otherwise extensive." U.S.S.G. § 3B1.1, Application Note 3. It states that "a fraud that involved only three participants but used the unknowing services of many outsiders could be considered extensive." *Id.* This does not expand the Guideline but rather narrows the focus of the inquiry upon the number and roles of the individuals knowingly, and unknowingly, involved. *Cf. Banks*, 55 F.4th at 258 (declining to defer to the commentary when it expands the definition). Other circuits interpret "otherwise extensive" to allow sentencing courts to consider other factors like geographic scope, the reach of the criminal activity, drug weight, and economic loss. *See United States v. Figueroa*, 682 F.3d 694, 695–96 (7th Cir. 2012); *United States v. Dietz*, 950 F.2d 50, 53 (1st Cir. 1991) (affirming district court's finding that the defendant's criminal activities were "sufficiently panoramic" to justify the increase); *United States v. Vasquez-Rubio*, 296 F.3d 726, 729 n.3 (8th Cir. 2002) (finding "the nature and complexity of the operation and its geographical reach" are also factors that can support a finding that criminal activity was "otherwise extensive"). By comparison, the commentary offers a narrower inquiry focused on the headcount of individuals involved. Accordingly, the commentary's direction of what to consider can hardly be said to expand the text.

The commentary's definition of "participant" also falls within the outer bounds of permissible interpretation. The commentary defines "participant" as "a person who is criminally responsible for the commission of the offense, but need not have been convicted." U.S.S.G. § 3B1.1, Application Note 1. This definition narrows "participant" from its dictionary definition and thus is reasonable.

C. Entitlement to Controlling Weight

As the last step of the *Nasir* process, we consider "whether the character and context of the agency interpretation entitles it to controlling weight," *Nasir*, 17 F.4th at 471, since "[s]ome interpretative issues may fall more naturally into a judge's bailiwick." *Kisor*, 588 U.S. at 578. As guideposts, the Supreme Court in *Kisor* identified three character-and-context circumstances in which an agency's otherwise reasonable interpretation should not receive controlling weight. *See id.* at 576–79. Those occur when an agency's interpretation is not its "'authoritative' or 'official position,'" *id.* at 577, when the agency's interpretation does not implicate its "substantive expertise" in some way, *id.*, and when the agency's reading does not reflect its "fair and considered judgment" but rather is a "convenient litigating position," or a "*post hoc* rationalization," *id.* at 579.

The commentary here is entitled to controlling weight. The Application Notes are the Commission's official position rather than an ad hoc pronouncement. *See United States v. Caraballo*, 88 F.4th 239, 248 (3d Cir. 2023) ("First, the Commentary's definition is the Sentencing Commission's official position and not merely an ad hoc pronouncement."). Further, the commentary implicates the Commission's substantive expertise. One of the three principal purposes of the Sentencing Commission is to "establish sentencing policies and practices for the federal courts, including [G]uidelines to be consulted regarding the appropriate form and severity of punishment for offenders convicted of federal crimes[.]" *About*, United States Sentencing Commission, https://perma.cc/Y7YE-DEJR (last visited Dec. 11, 2025). The Sentencing Guidelines are "core to the [Sentencing Commission's] mission" and "provide federal judges with fair and consistent sentencing ranges to consult at sentencing," in part by "providing certainty and fairness in meeting the purposes of sentencing by avoiding unwarranted disparity among offenders with similar characteristics convicted of similar criminal conduct, while permitting sufficient judicial flexibility to consider relevant aggravating and mitigating factors." *U.S. Sentencing Commission's 2024 Annual Report*, United States Sentencing Commission, https://perma.cc/7D4U-XUBF (last visited Dec. 11, 2025). The question of what impact the size of a defendant's criminal organization, or criminal activity that she led, should have on a sentence is "squarely within the Sentencing Commission's bailiwick." *United States v.*

Mercado, 81 F.4th 352, 360 (3d Cir. 2023) (internal quotations and citation omitted). And finally, the commentary was not instituted for any post hoc purpose but has been included since 1987, and thus reflects the Sentencing Commission's "fair and considered judgment." *Kisor*, 588 U.S. at 579.

Accordingly, the commentary's Application Notes regarding "otherwise extensive" and "participant" are entitled to deference.

D. The Continuation of the **Helbling** *Test*

Now permitted to defer to the commentary after completing the *Kisor* analysis, we briefly consider whether the way in which we analyzed the commentary in *Helbling* remains the appropriate test for "otherwise extensive." In *Helbling*, we presciently noted the lack of clarity of the "otherwise extensive" phrase and determined the meaning of the commentary.[3] In holding that "otherwise extensive" required a headcount of the individuals involved, the Court concluded that the "focus upon the number and roles of the individuals knowingly, and unknowingly, involved best comports with the text of § 3B1.1(a), its application notes and commentary, as well as the overall structure of the Sentencing

[3] In *Adair*, we identified *Helbling* as one of the pre-*Kisor* decisions that had misinterpreted the "organizer or leader" enhancement by deferring to the commentary instead of engaging in the *Kisor* process. *Adair*, 38 F.4th at 350 n.4, n.5. But that finding was limited to the interpretation of the words "organizer" or "leader," which was a separate analysis in *Helbling*. *See Helbling*, 209 F.3d at 243 (deferring to the Application Note without engaging in any textual analysis).

Guidelines." *Helbling*, 209 F.3d at 245. We relied on the commentary, which indicated that the "otherwise extensive" inquiry should focus on the number of individuals involved. *Id.* at 246. Moreover, constraining the "extensiveness" inquiry to a head counting analysis "reduces the potential for double counting certain aspects of criminal activity that are considered elsewhere in the scheme of the [G]uidelines, thus helping to maintain the distinct character of various [G]uideline sections." *Id.* For instance, Miller received a separate sixteen-level enhancement due to the amount of intended loss and a two-level enhancement because the offense involved sophisticated means. U.S.S.G. §§ 2B1.1(b)(1)(I), 2B1.1(b)(10)(C).

The Court acknowledged that "[a]lthough Application Note 3 supports our mode of analysis, the [G]uidelines are silent as to how the sentencing court actually is to decide which non-participants should be considered, and what combination of participants and countable non-participants is the 'equivalent' of five participants." *Id.* at 247. *Helbling* thus adopted the Second Circuit's three-step inquiry. First, the sentencing court separates out the "participants," as defined by Application Note 1, from non-participants who were involved in the criminal activity. The defendant may be considered as one of the participants. *Id.* at 248. Next, the court determines whether the defendant used each non-participants' services with specific criminal intent. Third, the court determines "the extent to which the services of each individual, non-participant, were peculiar and necessary to the criminal scheme." *Id.* After concluding which individuals may be counted, the court "must then consider whether the sum of the participants and countable non-participants is the functional equivalent of five participants." *Id.*

Deferring to the commentary, we again subscribe to this three-step inquiry to determine whether the sum of participants and countable non-participants is the functional equivalent of five participants. As explained in *Helbling*, the three-step test is supported by the text, the structure, and the purpose of the Guideline and the commentary. A broader interpretation is not supported by the commentary and risks double counting certain aspects of criminal activity that are considered elsewhere in the scheme of the Sentencing Guidelines.

E. The District Court Did Not Commit Clear Error

On appeal, Miller challenges only the District Court's classification of Kelly Moran and Robert Reynolds as "participants" in the *Helbling* analysis. Applying the post-*Nasir* understanding of § 3B1.1(a) and deferring to the commentary and *Helbling* analysis to the District Court's factual findings, which are not clearly erroneous, reveals that Miller qualified for the leadership enhancement. *See Anderson v. City of Bessemer City*, 470 U.S. 564, 573–74 (1985) (explaining that clear error requires a "definite and firm conviction that a mistake has been committed." (citation omitted)).

The District Court determined that there were three participants: Miller, Reynolds, and Moran. The Court found that Reynolds was an "integral part of the scheme" and "pled guilty to his participation in the scheme." App. 230. Miller urges that Reynolds is indistinguishable from the other thirteen non-participants who provided Miller with their personal information and transferred kickbacks to Miller. But as the District Court explained, Reynolds pleaded guilty to wire fraud for the conduct he undertook jointly with Miller. The District Court did not err in characterizing Reynolds as a participant.

The Court also considered Moran's conduct. She called a lender, applications were filed on behalf of her family members, she personally received monetary benefits from the scheme, and she fled Pennsylvania with Miller after he received a target letter and lived with Miller out of state while he used a fake name for a year. Miller argues that Moran was not a participant because there is no evidence that she drafted or submitted any fraudulent loan applications herself and characterizes Moran's call to the PPP lender as "an act of curiosity or follow-up." Opening Br. at 14. In attempting to analogize Moran to non-participants in *Helbling*, Miller would have us draw parallels between actors in different factual settings, essentially between apples and oranges. The comparison of an individual's factual involvement in one case to another individual's factual involvement in another case is difficult at best. Each instance must rise and fall on its own facts.[4] Here, the District Court did not clearly err in concluding that Moran was criminally culpable for her role in Miller's scheme. Moran personally called a lender to check the status of the fraudulent loan application, and she fled with Miller after he received a target letter. Moreover, several of the individuals for whom Miller filed fraudulent applications were Moran's family members. These facts support the District Court's conclusion that Moran was a participant in Miller's criminal

[4] Moreover, Helbling contested the district court's determination that six people were countable non-participants. *Helbling*, 209 F.3d at 248. Here, Miller challenges the District Court's determination that two people are participants—a different issue.

activity, and thus, the District Court did not clearly err in categorizing her as a participant.

Next, the District Court found Miller used the participants and non-participants' services with specific criminal intent. The thirteen non-participants, Reynolds, and Moran supplied the information but for which Miller could not have committed the crime. The District Court also determined the services of the non-participants were peculiar and necessary to the criminal scheme, because Miller used the non-participants' information to complete the fraudulent applications. Finally, the District Court concluded the three participants plus the non-participants met the functional equivalent of five participants and overruled Miller's objection to the enhancement. The District Court did not clearly err in so finding.

IV. CONCLUSION

In light of the above, we will affirm the District Court's judgment of sentence.

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 24-2199

UNITED STATES OF AMERICA

v.

CHRISTOPHER J. MILLER,
Appellant

(M.D. Pa. No. 3:23-cr-00095-001)

Present: PHIPPS, ROTH and RENDELL, Circuit Judges

1. Motion by Appellant for Leave to File Volume III of the Appendix under Seal

Respectfully,
Clerk/MS

ORDER

The foregoing motion is hereby granted.

By the Court,

s/ Marjorie O. Rendell
Circuit Judge

Dated: April 3, 2026
MS/cc: All counsel/partiers of record

UNITED STATES COURT OF APPEALS
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CHRISTOPHER MILLER,
Appellant

On Appeal from the United States District Court for the
for the Middle District of Pennsylvania
(District Court No.: 3:23-cr-00095-001)
District Court Judge: Honorable Julia K. Munley

Argued December 10, 2025

Before: PHIPPS, ROTH, and RENDELL, *Circuit Judges*.

JUDGMENT

This case came to be considered on the record from the United States District Court for the Middle District of Pennsylvania and was argued on December 10, 2025.

On consideration whereof, it is now hereby

ORDERED and ADJUDGED by this court that the judgment entered by the District Court on July 1, 2024 is hereby AFFIRMED.

Costs shall not be taxed.

All of the above in accordance with the Opinion of this Court.

ATTEST:

s/ Patricia S. Dodszuweit

Clerk

Dated: April 3, 2026

OFFICE OF THE CLERK

PATRICIA S. DODSZUWEIT
CLERK

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April 3, 2026

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RE: USA v. Christopher Miller
Case Number: 24-2199
District Court Case Number: 3:23-cr-00095-001

ENTRY OF JUDGMENT

Today, **April 03, 2026,** the Court entered its judgment in the above-captioned matter pursuant to Fed. R. App. P. 36.

If you wish to seek review of the Court's decision, you may file a petition for rehearing. The procedures for filing a petition for rehearing are set forth in Fed. R. App. P. 40, 3rd Cir. LAR 35 and 40, and summarized below.

<u>Time for Filing</u>:
14 days after entry of judgment.
45 days after entry of judgment in a civil case if the United States is a party.

<u>Form Limits</u>:
3900 words if produced by a computer, with a certificate of compliance pursuant to Fed. R. App. P. 32(g).
15 pages if hand or type written.

<u>Attachments</u>:
A copy of the panel's opinion and judgment only.
Certificate of service, unless the petition is filed and served through the Court's electronic-filing system.
Certificate of compliance if petition is produced by a computer.
No other attachments are permitted without first obtaining leave from the Court.

Unless the petition specifies that the petition seeks only panel rehearing, the petition will be construed as requesting both panel and en banc rehearing. A party seeking both forms of rehearing must file the petitions as a single document. Fed. R. App. P. 40(a).

A party who is entitled to costs pursuant to Fed.R.App.P. 39 must file an itemized and verified bill of costs within 14 days from the entry of judgment. The bill of costs must be submitted on the proper form which is available on the court's website.

A mandate will be issued at the appropriate time in accordance with the Fed. R. App. P. 41.

Please consult the Rules of the Supreme Court of the United States regarding the timing and requirements for filing a petition for writ of certiorari.

Very truly yours,

Patricia S. Dodszuweit, Clerk

By: Stephanie
Case Manager
Direct Dial 267-299-4926

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA :	
:	NO. 3:23-CR- 95
v. :	
:	(Judge Mariani)
CHRISTOPHER J. MILLER, :	
Defendant :	

FILED SCRANTON
APR 18, 2023
PER dll DEPUTY CLERK

INDICTMENT

THE GRAND JURY CHARGES:

COUNTS 1 THROUGH 16
18 U.S.C. § 1343
(Wire Fraud)

I. Introduction

At times material to the Indictment:

Relevant Individual and Entities

1. Defendant CHRISTOPHER J. MILLER was a resident of Newfoundland, Wayne County, Pennsylvania, within the Middle District of Pennsylvania.

2. Greytide LLC was a limited liability company incorporated in Maryland on or about February 12, 2019. CHRISTOPHER J. MILLER was the owner and operator of Greytide LLC.

3. Greytide Capital LLC was a limited liability company incorporated in Delaware on or about September 27, 2020, with a registered office in Hawley, Wayne County, Pennsylvania, within the Middle District of Pennsylvania. CHRISTOPHER J. MILLER was the owner and operator of Greytide Capital LLC.

4. Cambridge Luxury Group LLC was a limited liability company incorporated in Florida on or about April 15, 2019. CHRISTOPHER J. MILLER was the owner and operator of Cambridge Luxury Group LLC.

5. Dynamic Logistics Group LLC was an unincorporated entity owned and operated by CHRISTOPHER J. MILLER.

6. Modern Edge Transportation Group LLC was a limited liability company incorporated in Maryland. CHRISTOPHER J. MILLER and Greytide LLC were the owners and operators of Modern Edge Transportation Group LLC.

7. Lehigh Valley Holistic Initiative LLC was a company incorporated in the Commonwealth of Pennsylvania on or about June

25, 2019. CHRISTOPHER J. MILLER controlled and operated Lehigh Valley Holistic Initiative LLC.

8. ReadyCap Lending LLC; Kabbage, Inc.; Itria Ventures LLC; Fundbox, Inc.; Prestamos CDFI LLC; MBE Capital Partners LLC; American Lending Center LLC; Fountainhead SBF LLC; and Benworth Capital Partners LLC, were non-bank intermediary lenders that entered agreements with the Small Business Administration to offer Payment Protection Program ("PPP") loans as designated lenders, and were headquartered and used computer servers located outside of the Commonwealth of Pennsylvania.

9. Grow America Fund, Inc. was a small business development loan fund headquartered in New York, New York, that was a subsidiary of the National Development Council, a non-profit community development organization, which offered PPP loans, and was headquartered and used computer servers located outside of the Commonwealth of Pennsylvania.

10. Lending Club Bank and TransPecos Banks, SSB were financial institutions whose deposits were insured by the Federal

Deposit Insurance Company ("FDIC"), who offered PPP loans, and who were headquartered outside of the Commonwealth of Pennsylvania.

11. The United States Small Business Administration ("SBA") was an executive branch agency of the United States government that provided support to entrepreneurs and small businesses. The mission of the SBA included maintaining and strengthening the nation's economy by enabling the establishment and viability of small businesses and by assisting in the economic recovery of communities after disasters. As part of those efforts, the SBA enabled and provided for loans with government-backed guarantees to small business owners through financial institutions and other lenders. The SBA also provided direct loans.

The Paycheck Protection Program

12. The Paycheck Protection Program ("PPP") was a COVID-19 pandemic relief program administered by the SBA that provided forgivable loans to small businesses for job retention and certain other expenses. The PPP permitted participating third-party lenders to approve and disburse SBA-backed PPP loans to cover payroll, fixed

debts, utilities, rent/mortgage, accounts payable, and other bills incurred by qualifying businesses during, and resulting from, the COVID-19 pandemic. PPP loans were fully guaranteed by the SBA.

13. To obtain a PPP loan, a qualifying business had to submit a PPP loan application, which was signed by an authorized representative of the business. The PPP loan application required the business (through its authorized representative) to acknowledge the program rules and make certain affirmative certifications to be eligible to obtain the PPP loan, including that the business was in operation and either had employees for whom it paid salaries and payroll taxes, or paid independent contractors. A business applying for a PPP loan was required to provide documentation showing its payroll expenses, such as filed federal income tax documents.

14. PPP loan applications were electronically submitted or caused to be submitted by the borrower and received through SBA servers located in Virginia and Oregon. Once approved, the business received the PPP loan proceeds via an electronic funds transfer from the third-party lender to a financial account under the control of the

business.

15. The proceeds of a PPP loan could be used for certain specified items, such as payroll costs, costs related to the continuation of group health care benefits, or mortgage interest payments. The proceeds of a PPP loan were not permitted to be used by the borrowers to purchase consumer goods, automobiles, personal residences, clothing, jewelry, 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.

The Economic Injury Disaster Loan Program

16. The Economic Injury Disaster Loan ("EIDL") program was an existing disaster-related program expanded by the Coronavirus Aid, Relief, and Economic Security ("CARES") Act of March 2020. The EIDL program was administered by the SBA and provided low-interest financing (including forgivable advances of up to $10,000) to small businesses and other eligible entities experiencing substantial financial disruption resulting from the COVID-19 pandemic.

17. To obtain an EIDL, a qualifying business was required to

submit an application directly to the SBA and provide information about the business's operations, such as the number of employees, gross revenues for the 12-month period preceding the disaster, and cost of goods sold in the 12-month period preceding the disaster. In the case of EIDLs for COVID-19 relief, the 12-month period was the 12-month period from January 31, 2019, to January 31, 2020. The applicant was also required to certify that all of the information in the application was true and correct to the best of the applicant's knowledge.

18. EIDL applications were submitted directly to the SBA via an online portal, and processed by the agency with support from a government contractor. The amount of the loan, if the application was approved, was determined based, in part, on the information provided by the applicant about employment, revenue, and cost of goods sold. Any funds issued under an EIDL were issued directly by the United States Treasury.

19. EIDL applications were received in and processed using computer servers located in the states of Iowa, Virginia, and Washington. EIDL disbursement payments were initiated by the SBA

using computer servers located in the state of Colorado, which transmitted the payment information to the United States Treasury using computer servers located in the state of Virginia.

20. EIDL proceeds could only be used to pay fixed debts, payroll, accounts payable and other bills that could have been paid had the disaster not occurred; however, such loan proceeds were not intended to replace lost sales or profits or for expansion of a business.

Pandemic Unemployment Assistance Benefits

21. The CARES Act also created the Pandemic Unemployment Assistance (PUA) program, which provided unemployment benefits to individuals not eligible for regular unemployment compensation or extended unemployment benefits.

22. The PUA program was administered by the various states, including the Commonwealth of Pennsylvania, but its benefits were funded in part by the federal government. In Pennsylvania, the Pennsylvania Department of Labor & Industry (PA Dept. of L&I), headquartered in Harrisburg, Pennsylvania, within the Middle District of Pennsylvania, administered the PUA program.

23. A PUA claim must be submitted online through the PUA website maintained by the PA Dept. of L&I. The applicant must enter personal identification information, including name, date of birth, social security number, email address, telephone number, and a physical address. An applicant also must answer a series of questions that enabled the PA Dept. of L&I to determine the applicant's eligibility and payment amount.

24. An applicant was only eligible to receive PUA benefits if he or she was unemployed for reasons related to the COVID-19 pandemic, and was available to work. The applicant must certify, under penalty of perjury, that he or she was able to go to work each day and, if offered a job, the applicant must be able to accept it. An applicant must read and understand the PUA Compensation Handbook, which stated that any earnings must be reported for each week a person works.

25. If the PA Dept. of L&I approved an application for PUA benefits, the benefits recipient received funds in the form of checks, electronic fund transfers, or debit cards. To combat fraud in the PUA program, beginning in June 2020, PUA benefits were issued via prepaid

U.S. Bank Visa debit cards and mailed via the U.S. Postal Service to the residential addresses on the PUA applications.

26. The recipient of the PUA benefits received a unique Personal Identification Number to access the PUA internet portal to certify his or her unemployment status on a weekly basis. Payments for PUA were based on a seven-day period, from Sunday through Saturday. Thus, in order to continue receiving PUA benefits after the initial application, the recipient must certify every seven days that he or she: (A) was ready, willing and able to work each day; (B) was seeking full time employment; (C) did not refuse any job offers or referrals; and (D) had reported any employment during the week and the gross pay or other payments received. The weekly certification was required to be completed in a timely manner. A delay in the weekly certification could result in a delay or denial of further payments.

II. Objects of the Scheme to Defraud

27. The objects of the scheme were for CHRISTOPHER J. MILLER and others to enrich themselves by fraudulently obtaining PPP, EIDL, and PUA funds through misrepresentations and false

documentation.

III. Manner and Means of the Scheme to Defraud

28. It was part of the scheme and artifice to defraud that, from in or about April 2020 through in or about June 2021, CHRISTOPHER J. MILLER filed and caused others to file, by means of the internet and interstate wires, in excess of approximately 25 applications for PPP loans with third-party intermediary lenders, including ReadyCap Lending LLC, Kabbage, Inc., Itria Ventures LLC, Fundbox, Inc., Prestamos CDFI LLC, MBE Capital Partners LLC, American Lending Center LLC, Fountainhead SBF LLC, Benworth Capital Partners LLC, and Grow America Fund, Inc.; and with FDIC-insured financial institutions, including Lending Club Bank and TransPecos Banks, SSB. The applications were filed on behalf of CHRISTOPHER J. MILLER, his family members, his associates, and entities under his control, including Greytide LLC, Greytide Capital LLC, Cambridge Luxury Group LLC, Dynamic Logistics Group LLC, Modern Edge Transportation Group LLC, and Lehigh Valley Holistic Initiative LLC.

29. It was further a part of the scheme and artifice to defraud

that CHRISTOPHER J. MILLER made and caused others to make, by means of the internet and interstate wires, material misrepresentations in the PPP loan applications filed with third-party intermediary lenders and FDIC-insured financial institutions. For example, the applications included material misrepresentations that the individuals listed in the applications, including CHRISTOPHER J. MILLER, his family members, and his associates, operated sole proprietorships, when in fact they did not. The applications also included material misrepresentations that entities under CHRISTOPHER J. MILLER's control, including Greytide LLC, Greytide Capital LLC, Cambridge Luxury Group LLC, Dynamic Logistics Group LLC, Modern Edge Transportation Group LLC, and Lehigh Valley Holistic Initiative LLC, had business operations, when in fact they did not.

30. As further example, the PPP loan applications included material misrepresentations such as false addresses, false IRS-issued Employee Identification Numbers ("EINs"), false dates of business establishment and operation, false employee headcount information, and fabricated gross income, gross receipts and payroll obligation

information. The applications further included material misrepresentations and certifications that the PPP funds would be used for payroll costs and business-related purposes, when CHRISTOPHER J. MILLER knew in fact that he would not use the PPP funds for those purposes.

31. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER, by means of the internet and interstate wires, misrepresented, and caused others to misrepresent in PPP loan applications that CHRISTOPHER J. MILLER, as the applicant or owner of the applicant, was not convicted of a felony involving fraud within the last five years, when in fact CHRISTOPHER J. MILLER was convicted of a felony involving fraud within the five-year time period preceding the PPP loan applications.

32. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER sent, and caused others to send, by means of the internet and interstate wires, forged documents to third-party intermediary lenders and FDIC-insured financial institutions, in support of PPP loan applications. For example, CHRISTOPHER J.

MILLER sent, and caused others to send, forged and falsified Internal Revenue Service ("IRS") documents, including Forms 940 and 941 federal employment tax documents, Form 1040 individual income tax returns, Form 1120 corporate income tax returns, and Schedule C business profit and loss forms. Those forged and falsified IRS documents contained material misrepresentations, including false IRS-issued EINs, false employee headcount information, fabricated information concerning employee wages paid, taxes withheld, taxes remitted to the IRS, income, gross receipts, costs of goods sold, and business expenses. Moreover, the forged and falsified IRS documents were represented as having been filed with the IRS, when in fact they were not.

33. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER caused to be deposited, by means of interstate wires, into bank accounts in his name or under his control, in his family members' names or under their control, and in his associates' names or under their control, the proceeds of fraudulently-obtained PPP loans.

34. It was further a part of the scheme and artifice to defraud that between in or about April 2020 through in or about January 2021, CHRISTOPHER J. MILLER filed and caused others to file, by means of the internet and interstate wires, approximately 20 applications for EIDLs with the SBA. The applications were filed on behalf of CHRISTOPHER J. MILLER, his family members, his associates, and entities under his control, including Greytide LLC, Dynamic Logistics Group LLC, Modern Edge Transportation Group LLC, and Lehigh Valley Holistic Initiative LLC.

35. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER made and caused others to make, by means of the internet and interstate wires, material misrepresentations in the EIDL loan applications filed with the SBA. For example, the applications included material misrepresentations that the individuals listed in the applications, including CHRISTOPHER J. MILLER, his family members, and his associates, operated sole proprietorships, when in fact they did not. The applications also included material misrepresentations that entities under CHRISTOPHER J. MILLER's

control, including Greytide LLC, Dynamic Logistics Group LLC, Modern Edge Transportation Group LLC, and Lehigh Valley Holistic Initiative LLC, had business operations, when in fact they did not.

36. As further example, the EIDL loan applications included material misrepresentations such as false addresses, false IRS-issued EINs, false dates of business establishment, and fabricated gross income, revenues, costs of goods sold, and lost rental property income.

37. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER, by means of the internet and interstate wires, misrepresented, and caused others to misrepresent in EIDL applications that CHRISTOPHER J. MILLER, as the applicant or owner of the applicant, was not convicted of a felony within the last five years, when in fact CHRISTOPHER J. MILLER was convicted of a felony within the five-year time period preceding the EIDL applications.

38. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER caused to be deposited, by means of interstate wires, into bank accounts in his family members' names or under their control, and in his associates' names or under their control,

the proceeds of fraudulently-obtained EIDL loans.

39. It was further a part of the scheme and artifice to defraud that between in or about April 2020 through in or about September 2021, CHRISTOPHER J. MILLER filed and caused others to file, by means of the internet and interstate wires, applications for PUA benefits and weekly certifications for PUA benefits, with the PA Dept. of L&I.

40. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER made and caused others to make, by means of the internet and interstate wires, material misrepresentations in the PUA applications filed with the PA Dept. of L&I. For example, the applications included the false statement that the individuals listed in the applications, including CHRISTOPHER J. MILLER, his family members, and his associates, were unemployed for reasons related to the COVID-19 pandemic. The applications also included false addresses and fabricated quarterly earnings histories.

41. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER made and caused others to make, by

means of the internet and interstate wires, material misrepresentations in the PUA weekly certifications filed with the PA Dept. of L&I.

42. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER caused to be mailed the proceeds of fraudulently-obtained PUA benefits.

43. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER fraudulently obtained and caused others to fraudulently obtain in excess of approximately $1,500,000 in PPP, EIDL, and PUA funds.

44. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER caused others to pay him kickbacks and "processing fees" in exchange for filing fraudulent PPP, EIDL, and PUA applications on their behalf.

45. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER transferred and caused others to transfer the proceeds of fraudulently-obtained PPP loans, EIDLs, and PUA benefits, using wire transfers and third-party payment processor applications, by means of the internet and interstate wires.

46. It was further a part of the scheme and artifice to defraud that CHRISTOPHER J. MILLER spent and caused others to spend the proceeds of fraudulently obtained PPP and EIDL funds on automobiles, real estate, vacations, retail shopping, and other personal expenses, including through cash withdrawals and the use of wire transfers and third-party payment processor applications, by means of the internet and interstate wires.

IV. Statutory Allegation

47. From in or about April 2020, to in or about December 2021, in Wayne County, within the Middle District of Pennsylvania, and elsewhere, the defendant,

CHRISTOPHER J. MILLER,

aiding and abetting others, and aided and abetted by others, with the intent to defraud, knowingly devised and intended to devise the above-described scheme and artifice to defraud, and to obtain money and property, and attempted to do so, by means of materially false and fraudulent pretenses, representations, and promises.

48. For the purpose of executing, advancing, furthering, and carrying out the above-described scheme and artifice to defraud, the defendant knowingly transmitted and caused to be transmitted by means of wire communication in interstate commerce the following writings, signs, signals, pictures, and sounds, with each being a separate count:

Count	Approximate Date of Wire	Description
1	July 15, 2020	A fraudulent PPP application submitted on behalf of Dynamic Logistics Group via the internet and interstate wires to Fundbox, Inc., seeking $20,337.50.
2	July 24, 2020	A fraudulent PPP application submitted on behalf of K.M.-2 via the internet and interstate wires to Kabbage, Inc., seeking $20,833.
3	July 24, 2020	A telephone call using interstate wires from CHRISTOPHER J. MILLER and K.M.-2 to Kabbage, Inc., to verify information for a PPP application filed on behalf of K.M.-2.
4	July 27, 2020	A fraudulent PPP application submitted on behalf of S.M. via the internet and interstate wires to Kabbage, Inc., seeking $20,833.
5	July 27, 2020	A fraudulent PPP application submitted on behalf of K.M.-1 via the internet and interstate wires to Kabbage, Inc., seeking $20,833.

6	October 25, 2020	A fraudulent PPP application submitted on behalf of Modern Edge Transportation Group LLC via the internet and interstate wires to MBE Capital Partners LLC, seeking $20,300.
7	January 31, 2021	A fraudulent PPP application submitted on behalf of Greytide LLC via the internet and interstate wires to ReadyCap Lending LLC, attempting to seek approximately $122,800.
8	February 2, 2021	A fraudulent PPP application submitted on behalf of S.M. via the internet and interstate wires to Itria Ventures LLC, seeking $20,337.50.
9	February 12, 2021	A fraudulent PPP application submitted on behalf of K.M.-2 via the internet and interstate wires to Itria Ventures LLC, seeking $20,337.50.
10	February 24, 2021	A fraudulent PPP application submitted on behalf of CHRISTOPHER J. MILLER via the internet and interstate wires to Fountainhead SBF LLC, seeking $20,337.
11	April 17, 2021	A fraudulent PPP application submitted on behalf of Modern Edge Transportation Group LLC via the internet and interstate wires to American Lending Center LLC, seeking $20,833.33.
12	April 25, 2021	An email sent via the internet and interstate wires from modernedge87@gmail.com to chloe.yan@americanlendingcenter.com, advising that PPP application supporting documents for Modern Edge Transportation Group LLC were uploaded to the application portal.

13	April 29, 2021	A fraudulent PPP application submitted on behalf of CHRISTOPHER J. MILLER via the internet and interstate wires to Benworth Capital Partners LLC, seeking $20,833.
14	May 13, 2021	A fraudulent PPP application submitted on behalf of Dynamic Logistics Group LLC via the internet and interstate wires to Prestamos CDFI, LLC, seeking $20,832.
15	May 18, 2021	An email sent via the internet and interstate wires from greytide@contractor.net to dlukas@ndconline.org, attaching a forged IRS Form 4868, and forged Forms W-2 for 2020, for a Dynamic Logistics Group LLC PPP application.
16	June 2, 2021	A fraudulent PPP application submitted on behalf of Greytide Capital LLC via the internet and interstate wires to the Grow America Fund, Inc., seeking $60,390.

All in violation of Title 18, United States Code, Sections 1343, 1349, and 2.

THE GRAND JURY FURTHER CHARGES:

COUNTS 17 AND 18
18 U.S.C. § 1344
(Bank Fraud)

49. The factual allegations in paragraphs 1 to 2, 7, 10 through 15, 27 through 33, and 45 to 46, are incorporated here.

50. From in or about April 2020, to in or about May 2020, in Wayne County, within the Middle District of Pennsylvania and elsewhere, the defendant,

CHRISTOPHER J. MILLER,

aiding and abetting others, and aided and abetted by others, knowingly executed and attempted to execute a scheme and artifice to defraud and to obtain the moneys, funds, credits, assets, and other property owned by and under the custody and control of Lending Club Bank and TransPecos Banks, SSB, both financial institutions whose deposits were insured by the FDIC, by means of material false and fraudulent pretenses, representations and promises.

The Executions of the Scheme

51. For the purpose of executing and attempting to execute the scheme and artifice to defraud, the defendant, aiding and abetting others, and aided and abetted by others, submitted and caused others to submit to Lending Club Bank and TransPecos Banks, SSB the following documents, with each submission being a separate count:

Count	Approximate Date	Documents Submitted
17	April 11, 2020	A fraudulent PPP application submitted to Lending Club Bank, seeking $208,000 for Greytide LLC.
18	May 7, 2020	A fraudulent PPP application submitted to TransPecos Banks, SSB, seeking $92,500 for Lehigh Valley Holistic Initiative LLC.

All in violation of Title 18, United States Code, Sections 1344 and 2.

THE GRAND JURY FURTHER CHARGES:

COUNTS 19 AND 20
18 U.S.C. § 1014
(False Loan Application)

52. The factual allegations in paragraphs 1 to 2, 7, 10 through 15, 27 through 33, and 45 to 46, are incorporated here.

53. From in or about April 2020, to in or about May 2020, in Wayne County, within the Middle District of Pennsylvania, and elsewhere, the defendant,

CHRISTOPHER J. MILLER,

aiding and abetting others, and aided and abetted by others, knowingly made and caused others to make false statements and reports, and attempted to do so, for the purpose of influencing the actions of Lending Club Bank and TransPecos Banks, SSB, the deposits of which are insured by the FDIC, in connection with applications and loans, in that the defendant submitted and caused others to submit the documents listed below, with each submission being a separate count:

Count	Approximate Date	Documents Submitted
19	April 11, 2020	A PPP loan application submitted to Lending Club Bank, stating falsely that

		Greytide LLC had 19 employees, with an average monthly payroll of $83,289 for 2019.
20	May 7, 2020	A PPP loan application submitted to TransPecos Banks, SSB, stating falsely that Lehigh Valley Holistic Initiative LLC had nine employees, with an average monthly payroll of approximately $37,000, and had paid approximately $297,000 in payroll expenses for 2019.

All in violation of Title 18, United States Code, Sections 1014 and 2.

THE GRAND JURY FURTHER CHARGES:

COUNTS 21 THROUGH 37
15 U.S.C. § 645(a)
(False Statements to the SBA)

54. The factual allegations of paragraphs 1 through 20, and 27 through 38, are incorporated here.

55. From in or about April 2020, to in or about June 2021, in Wayne County, within the Middle District of Pennsylvania, and elsewhere, the defendant,

CHRISTOPHER J. MILLER,

aiding and abetting others, and aided and abetted by others, knowingly made and caused others to make the following false statements for the purpose of influencing the actions of the SBA in connection with applications for PPP loans and EIDLs, and for the purpose of obtaining money, property, and anything of value, with each application being a separate count:

Count	Approximate Date of Application	Description of False Statement
21	April 11, 2020	A PPP application stating falsely that Greytide LLC had 19 employees and an

		average monthly payroll of $83,289; bearing a false address; and containing forged IRS Form W-3 and Forms 941 for 2019 for Greytide LLC.
22	April 14, 2020	A PPP application stating falsely that Greytide LLC had 19 employees and payroll expenses for 2019 totaling $235,030, and bearing a false company address and EIN.
23	April 14, 2020	A PPP application stating falsely that Cambridge Luxury Group LLC had 21 employees and an average monthly payroll of $139,136 for 2019, bearing a false company address and EIN, and containing a false employee detail report.
24	May 7, 2020	A PPP application stating falsely that Lehigh Valley Holistic Initiative LLC had nine employees and an average monthly payroll of $37,000 for 2019; containing false payroll calculation reports; and containing forged IRS Forms 941 for 2019 for Lehigh Valley Holistic Initiative LLC.
25	July 15, 2020	A PPP application stating falsely that Dynamic Logistics Group had an average monthly payroll of $11,285 for 2019, bearing a false email address, and containing a forged IRS Schedule C for Dynamic Logistics Group.
26	July 24, 2020	A PPP application stating falsely that K.M.-2 had an average monthly payroll of $8,334, bearing a false address and EIN, and containing a forged IRS Schedule C for K.M.-2.
27	July 27, 2020	A PPP application stating falsely that S.M. had an average monthly payroll of $8,334,

		and containing a forged IRS Form 1040, which included a forged IRS Schedule C for S.M.
28	July 27, 2020	A PPP application stating falsely that K.M.-1 had an average monthly payroll of $8,334, and containing a forged IRS Schedule C for K.M.-1.
29	October 25, 2020	A PPP application containing a forged IRS Form 1040 for 2019 for CHRISTOPHER J. MILLER, which included forged Schedule Cs for Modern Edge Transportation Group LLC.
30	January 31, 2021	A PPP application stating falsely that Greytide LLC had 17 employees with payroll expenses for 2019 totaling $49,157, gross receipts of $248,556 in the third quarter of 2019, and gross receipts of $143,970 in the third quarter of 2020; containing a false address, EIN, and income statement; containing a forged IRS Form 1040 for 2019 for CHRISTOPHER J. MILLER, which included a forged IRS Schedule C for Greytide LLC; and containing a forged IRS Form 1120 and Forms 941 for 2020 for Greytide LLC.
31	February 2, 2021	A PPP application stating falsely that S.M. had an average monthly payroll of $8,135, gross receipts of $97,650 for 2019, and gross receipts of $35,350 for 2020; and containing a forged IRS Form 1040 for 2019 for S.M., which included a forged IRS Schedule C for S.M.
32	February 12, 2021	A PPP application stating falsely that K.M.-2 had an average monthly payroll of $8,135, gross receipts of $97,620 for 2019,

		and gross receipts of $70,500 for 2020; bearing a false address and EIN; and containing a forged IRS Schedule C for K.M.-2.
33	February 24, 2021	A PPP application stating falsely that CHRISTOPHER J. MILLER had an average monthly payroll of $8,135.
34	May 13, 2021	A PPP application for Dynamic Logistics Group LLC bearing a false EIN, and containing a forged IRS Schedule C for 2019 for Dynamic Logistics Group LLC and a forged W-9.
35	April 17, 2021	A PPP application stating falsely that Modern Edge Transportation Group LLC had gross income of $109,000 for 2019, quarterly receipts of $26,900 for the third quarter of 2019, and quarterly receipts of $15,850 for the third quarter of 2020; bearing a false address and EIN; and containing a forged IRS Form 1040 for 2019 for CHRISTOPHER J. MILLER, which included forged Schedule Cs for Modern Edge Transportation Group LLC.
36	April 29, 2021	A PPP application stating falsely that CHRISTOPHER J. MILLER had total payroll expenses of $118,000 for 2020, and containing a forged IRS Schedule C for 2020 for CHRISTOPHER J. MILLER.
37	June 2, 2021	A PPP application stating falsely that Greytide Capital LLC have five employees with payroll expenses for 2020 totaling $378,000; containing a false address and EIN; containing a forged IRS Form 1040 for 2019 for CHRISTOPHER J. MILLER, which included a forged IRS Schedule C

		for Greytide Capital LLC; and containing forged IRS Forms 941 and 940 for 2020 for Greytide Capital LLC.

All in violation of Title 15, United States Code, Section 645(a), and Title 18, United States Code, Section 2.

THE GRAND JURY FURTHER CHARGES:

COUNT 38
18 U.S.C. § 1028A
(Aggravated Identify Theft)

56. The factual allegations in paragraphs 1, 4, 8, 11 through 15, 27 through 30, 33, and 45 to 46, are incorporated here.

57. On or about April 14, 2020, in Wayne County, within the Middle District of Pennsylvania, and elsewhere, the defendant,

CHRISTOPHER J. MILLER,

aiding and abetting others, and aided and abetted by others, knowingly transferred, possessed, and used, without lawful authority, a means of identification of another person during and in relation to a felony violation enumerated in Title 18, United States Code, Section 1028A(c), namely wire fraud, in violation of Title 18, United States Code, Section 1343, knowing that the means of identification belonged to another actual person known to the Grand Jury as S.M.

All in violation of Title 18, United States Code, Sections 2 and 1028A(a)(1).

THE GRAND JURY FURTHER CHARGES:

COUNTS 39 THROUGH 54
18 U.S.C. § 1957
(Unlawful Monetary Transactions)

58. The factual allegations of paragraphs 1 through 51 are incorporated here.

59. On or about the dates set forth below, in Wayne County, within the Middle District of Pennsylvania, and elsewhere, the defendant,

CHRISTOPHER J. MILLER,

aiding and abetting others, and aided and abetted by others, knowingly engaged in the following monetary transactions by, through, and to a financial institution, affecting interstate and foreign commerce, in criminally derived property of a value greater than $10,000, that is, the deposit, withdrawal, transfer, and exchange of U.S. currency and funds, such property having been derived from a specified unlawful activity, namely, wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344, with each transaction set forth below a separate count:

Count	Approximate Date	Monetary Transaction
39	May 12, 2020	Transfer of $25,000 from CHRISTOPHER J. MILLER account at Bank of America ending -3415, to CHRISTOPHER J. MILLER account at Bank of America ending -0457
40	May 12, 2020	Cash withdrawal of $15,000 from CHRISTOPHER J. MILLER account at Bank of America ending -3415
41	May 13, 2020	Cash withdrawal of $30,390 from CHRISTOPHER J. MILLER account at Bank of America ending -3415
42	May 14, 2020	Check for $69,420 issued from CHRISTOPHER J. MILLER account at Bank of America ending -3415 to Milan Equity Group LLC
43	May 20, 2020	Cash withdrawal of $20,385 from K.M.-1 account at Bank of America ending -2177
44	May 26, 2020	Cash withdrawal of $17,500 from CHRISTOPHER J. MILLER account at Bank of America ending -3415
45	May 28, 2020	Cash withdrawal of $19,300 from CHRISTOPHER J. MILLER account at Bank of America ending -3415
46	May 28, 2020	Cash withdrawal of $12,000 from CHRISTOPHER J. MILLER account at Bank of America ending -3415
47	June 9, 2020	Transfer of $20,000 from CHRISTOPHER J. MILLER account at Bank of America ending -3415, to CHRISTOPHER J. MILLER account at Bank of America ending -0457
48	June 11, 2020	Transfer of $15,000 from CHRISTOPHER J. MILLER account at Bank of America ending -3415, to CHRISTOPHER J. MILLER account at Bank of America ending -0457

49	June 12, 2020	Cash withdrawal of $25,000 from Greytide Limit LLC account at Bank of America ending -7089
50	June 22, 2020	Transfer of $11,648 from CHRISTOPHER J. MILLER account at Bank of America ending -3415, to Taj Automall
51	June 24, 2020	Cash withdrawal of $24,500 from Greytide Limit LLC account at Bank of America ending -7089
52	July 1, 2020	Cash withdrawal of $15,000 from Greytide Limit LLC account at Bank of America ending -7089
53	July 1, 2020	Cash withdrawal of $12,000 from Greytide Limit LLC account at Bank of America ending -7089
54	July 16, 2020	Cash withdrawal of $17,000 from Greytide Limit LLC account at Bank of America ending -7089

All in violation of Title 18, United States Code, Sections 1957 and 2.

THE GRAND JURY FINDS PROBABLE CAUSE:

FORFEITURE ALLEGATION

60. The allegations contained in Counts 1 through 20, and 39 through 54 of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461, and Title 18, United States Code, Section 982.

61. Upon conviction of the offenses in violation of Title 18, United States Code, Sections 1014, 1343, 1344, and 1957, the defendant,

CHRISTOPHER J. MILLER,

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 982, any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses; and any property, real or personal, involved in such offense, or any property traceable to such property, as a result of the offenses.

62. By virtue of the commission of the offenses charged in Counts 1 through 20, and 39 through 54 of this Indictment by the defendant, CHRISTOPHER J. MILLER, any and all right, title, and interest the defendant may have had in any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses, and any property involved in or traceable to the offenses alleged in Counts 1 through 20, and 39 through 54 of this Indictment, is vested in the United States and is hereby forfeited to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 982.

63. If any of the property involved in or traceable to the offenses alleged in Counts 1 through 20, and 39 through 54 of this Indictment, as a result of any act or omission of the defendant: (a) cannot be located upon the exercise of due diligence; (b) has been transferred or sold to, or deposited with, a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property which cannot be divided without

difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 982.

A TRUE BILL

GERARD M. KARAM
United States Attorney

PHILLIP J. CARABALLO
Assistant United States Attorney

2023 Apr 18
Date

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	No. 3:23-CR-95
	:	
v.	:	(Mariani, J.)
	:	
CHRISTOPHER J. MILLER,	:	(electronically filed)
Defendant	:	

PLEA AGREEMENT

The following Plea Agreement is entered by the United States Attorney for the Middle District of Pennsylvania and the above-captioned defendant. Any reference to the United States or to the Government in this Agreement shall mean the Office of the United States Attorney for the Middle District of Pennsylvania.

A. Violation(s), Penalties, and Dismissal of Other Counts

1. Guilty plea. The defendant agrees to plead guilty to:

   a. Count 17: Title 18, United States Code, § 1344, bank fraud. The maximum penalties for that offense are imprisonment for a period of 30 years, a fine of $1,000,000, a term of supervised release of five years, to be determined by the Court, which shall be served at the conclusion of and in addition to any term of imprisonment, the costs of prosecution, denial of certain federal benefits, and an assessment in the amount of $100.

b. Count 38: Title 18, United States Code, § 1028A, aggravated identity theft. The penalty for that offense is imprisonment for a mandatory consecutive period of two years, a maximum fine of $250,000, a maximum term of supervised release of one year, to be determined by the Court, which shall be served at the conclusion of and in addition to any term of imprisonment, the costs of prosecution, denial of certain federal benefits, and an assessment in the amount of $100.

c. Count 39: Title 18, United States Code, § 1957, unlawful monetary transaction. The maximum penalties for that offense are imprisonment for a period of 10 years, a fine of $250,000 or twice the amount of criminally derived property, a term of supervised release of three years, to be determined by the Court, which shall be served at the conclusion of and in addition to any term of imprisonment, the costs of prosecution, denial of certain federal benefits, and an assessment in the amount of $100.

At the time the guilty plea is entered, the defendant shall admit to the Court that the defendant is, in fact, guilty of the offenses charged in each count. After sentencing, the United States will move for dismissal of any remaining counts of the Indictment. The defendant agrees, however, that the United States may, at its sole election, reinstate any dismissed charges, or seek additional charges, in the event that any guilty plea entered or sentence imposed pursuant to this Agreement is subsequently vacated, set aside, or invalidated by any court. The defendant further agrees to waive any defenses to reinstatement of any charges, or to the filing of additional charges, based upon laches, the assertion of speedy trial rights, any applicable statute of limitations, or any other ground. The calculation of time under the Speedy Trial Act for when trial must commence is tolled as of the date of the defendant's signing of this

Agreement, until either (a) the defendant pleads guilty; or (b) a new date is set by the Court for commencement of trial.

2. Mandatory Minimum Sentence. Count 38 carries a mandatory minimum period of imprisonment of two years. The mandatory minimum sentence on this count shall be imposed to run consecutively to any other term of imprisonment imposed on the defendant.

3. Venue Waiver. The defendant agrees to knowingly waive the right to challenge venue over the charged offense in the United States District Court for the Middle District of Pennsylvania.

4. Term of Supervised Release. The defendant understands that the Court may impose a term of supervised release following any sentence of imprisonment exceeding one year, or when required by statute. The Court may require a term of supervised release in any other case. In addition, the defendant understands that as a condition of any term of supervised release or probation, the Court must order that the defendant

cooperate in the collection of a DNA sample if the collection of a sample is so authorized by law.

5. Maximum Sentence – Multiple Counts. The defendant understands that the total, maximum possible sentence for all charges is the combination of penalties described above; that is, 42 years in prison and fines totaling $1,500,000, five years of supervised release, the costs of prosecution, denial of certain federal benefits and an assessment totaling $300.

6. No Further Prosecution, Except Tax Charges. The United States Attorney's Office for the Middle District of Pennsylvania agrees that it will not bring any other criminal charges against the defendant directly arising out of the defendant's involvement in the offenses described above. However, nothing in this Agreement will limit prosecution for criminal tax charges, if any, arising out of those offenses.

B. Fines and Assessments

7. Fine. The defendant understands that the Court may impose a fine pursuant to the Sentencing Reform Act of 1984. The willful

failure to pay any fine imposed by the Court, in full, may be considered a breach of this Plea Agreement. Further, the defendant acknowledges that willful failure to pay the fine may subject the defendant to additional criminal violations and civil penalties pursuant to Title 18, United States Code, § 3611, et seq.

8. Alternative Fine. The defendant understands that under the alternative fine section of Title 18, United States Code, § 3571, the maximum fine quoted above may be increased if the Court finds that any person derived pecuniary gain or suffered pecuniary loss from the offense and that the maximum fine to be imposed, if the Court elects to proceed in this fashion, could be twice the amount of the gross gain or twice the amount of the gross loss resulting from the offense.

9. Inmate Financial Responsibility Program. If the Court orders a fine or restitution as part of the defendant's sentence, and the sentence includes a term of imprisonment, the defendant agrees to voluntarily enter the United States Bureau of Prisons-

administered program known as the Inmate Financial Responsibility Program, through which the Bureau of Prisons will collect up to 50% of the defendant's prison salary, and up to 50% of the balance of the defendant's inmate account, and apply that amount on the defendant's behalf to the payment of the outstanding fine and restitution orders.

10. Special Assessment. The defendant understands that the Court will impose a special assessment of $300, pursuant to the provisions of Title 18, United States Code, § 3013. No later than the date of sentencing, the defendant or defendant's counsel shall mail a check in payment of the special assessment directly to the Clerk, United States District Court, Middle District of Pennsylvania. If the defendant intentionally fails to make this payment, that failure may be treated as a breach of this Plea Agreement and may result in further prosecution, the filing of additional criminal charges, or a contempt citation.

11. Collection of Financial Obligations. In order to facilitate the collection of financial obligations imposed in connection with this case, the defendant consents and agrees:

a. to fully disclose all assets in which the defendant has an interest or over which the defendant has control, directly or indirectly, including those held by a spouse, nominee, or other third party;

b. to submit to interviews by the Government regarding the defendant's financial status;

c. to submit a complete, accurate, and truthful financial statement, on the form provided by the Government, to the United States Attorney's Office no later than 14 days following entry of the guilty plea;

d. whether represented by counsel or not, to consent to contact by and communication with the Government, and to waive any prohibition against communication with a represented party by the Government regarding the defendant's financial status;

e. to authorize the Government to obtain the defendant's credit reports in order to evaluate the defendant's ability to satisfy any financial obligations imposed by the Court; and

f. to submit any financial information requested by the Probation Office as directed, and to the sharing of financial information between the Government and the Probation Office.

C. <u>Sentencing Guidelines Calculation</u>

12. <u>Determination of Sentencing Guidelines.</u> The defendant and counsel for both parties agree that the United States Sentencing Commission Guidelines, which took effect on November 1, 1987, and its amendments (the "Sentencing Guidelines"), will apply to the offense or offenses to which the defendant is pleading guilty. The defendant understands that the Sentencing Guidelines are advisory and not binding on the Court. The defendant further agrees that any legal and factual issues relating to the application of the Sentencing Guidelines to the defendant's conduct, including facts to support any specific offense

characteristic or other enhancement or adjustment and the appropriate sentence within the statutory maximums provided for by law, will be determined by the Court after briefing, a pre-sentence hearing, or a sentencing hearing.

13. Acceptance of Responsibility– Two/Three Levels. If the defendant can adequately demonstrate recognition and affirmative acceptance of responsibility to the Government as required by the Sentencing Guidelines, the Government will recommend that the defendant receive a two- or three-level reduction in the defendant's offense level for acceptance of responsibility. The third level, if applicable, shall be within the discretion of the Government under U.S.S.G. § 3E1.1. The failure of the Court to find that the defendant is entitled to a reduction shall not be a basis to void this Agreement.

14. Specific Sentencing Guidelines Recommendations. With respect to the application of the Sentencing Guidelines to the defendant's conduct, the parties agree to recommend as follows:

a. **The base offense level for the offense charged in Count 17 is 7, pursuant to U.S.S.G. § 2B1.1(a)(1).**

b. **The actual loss for the offense charged in Count 17 is more than $1,500,000, but less than $3,500,000, pursuant to U.S.S.G. § 2B1.1(b)(1)(I).**

c. **The offense otherwise involved sophisticated means and the defendant intentionally engaged in or caused the conduct constituting sophisticated means, pursuant to U.S.S.G. §2B1.1(b)(10).**

d. **The defendant was convicted under 18 U.S.C. § 1957, pursuant to U.S.S.G. § 2S1.1(b)(2)(B).**

Each party reserves the right to make whatever remaining arguments it deems appropriate with regard to application of the United States Sentencing Commission Guidelines to the defendant's conduct. The defendant understands that any recommendations are not binding upon either the Court or the United States Probation Office, which may make different findings as to the application of the Sentencing Guidelines to the defendant's conduct. The defendant further understands that the United States will provide the Court and the United States Probation Office all information in its possession that it deems relevant to the application of the Sentencing Guidelines to the defendant's conduct.

D. Sentencing Recommendation

15. Appropriate Sentence Recommendation. At the time of sentencing, the United States may make a recommendation that it considers appropriate based upon the nature and circumstances of the case and the defendant's participation in the offense, and specifically reserves the right to recommend a sentence up to and including the maximum sentence of imprisonment and fine allowable, together with the cost of prosecution.

16. Special Conditions of Probation/Supervised Release. If probation or a term of supervised release is ordered, the United States may recommend that the Court impose one or more special conditions, including but not limited to the following:

a. The defendant be prohibited from possessing a firearm or other dangerous weapon.

b. The defendant make restitution, if applicable, the payment of which shall be in accordance with a schedule to be determined by the Court.

c. The defendant pay any fine imposed in accordance with a schedule to be determined by the Court.

d. The defendant be prohibited from incurring new credit charges or opening additional lines of credit without approval of the Probation Office unless the defendant is in compliance with the payment schedule.

e. The defendant be directed to provide the Probation Office and the United States Attorney access to any requested financial information.

f. The defendant be confined in a community treatment center, halfway house, or similar facility.

g. The defendant be placed under home confinement.

h. The defendant be ordered to perform community service.

i. The defendant be restricted from working in certain types of occupations or with certain individuals, if the Government deems such restrictions to be appropriate.

j. The defendant be directed to attend substance abuse counseling, which may include testing to determine whether the defendant is using drugs or alcohol.

k. The defendant be directed to attend psychiatric or psychological counseling and treatment in a program approved by the Probation Officer.

l. The defendant be denied certain federal benefits including contracts, grants, loans, fellowships and licenses.

m. The defendant be directed to pay any state or federal taxes and file any and all state and federal tax returns as required by law.

E. Victims' Rights and Restitution

17. Victims' Rights. The defendant understands that pursuant to the Victim and Witness Protection Act, the Crime Victims' Rights Act, the Justice for All Act, and the regulations

promulgated under those Acts by the Attorney General of the United States, crime victims have the following rights:

a. The right to be reasonably protected from the accused;

b. The right to reasonable, accurate, and timely notice of any public court proceeding or any parole proceeding involving the crime, or of any release or escape of the accused;

c. The right not to be excluded from any such public court proceeding, unless the Court, after receiving clear and convincing evidence, determines that testimony by the victim would be altered materially if the victim heard other testimony at that proceeding;

d. The right to be reasonably heard at any public hearing in the Court involving release, plea, sentencing, or any parole proceeding. The defendant understands that the victims' comments and recommendations at any of these proceedings may be different than those of the parties to this Agreement;

e. The reasonable right to confer with the attorney for the Government in the case. The defendant understands that the victims' opinions and recommendations given to the attorney for the Government may be different than those presented by the United States as a consequence of this Agreement;

f. The right to full and timely restitution as provided for by law. The attorney for the Government is required to "fully advocate the rights of victims on the issue of restitution unless such advocacy would unduly prolong or complicate the sentencing proceeding," and the Court is authorized to order restitution by the defendant including, but not limited to, restitution for property loss, economic loss, personal injury, or death;

g. The right to proceedings free from unreasonable delay; and

h. The right to be treated with fairness and with respect for the victim's dignity and privacy.

18. Restitution. The defendant acknowledges that, pursuant to the Mandatory Restitution Act of April 24, 1996, Title 18, United States Code, § 3663A, the Court is required in all instances to order full restitution to all victims for the losses those victims have suffered as a result of the defendant's conduct. The defendant also agrees that the Government will seek and the Court may impose an order of restitution as to victims of the defendant's relevant conduct. With respect to the payment of restitution, the defendant further agrees that, as part of the sentence in this matter, the defendant shall be responsible for making payment of restitution in full, unless the defendant can demonstrate to the satisfaction of the Court that the defendant's economic circumstances do not allow for the payment of full restitution in the foreseeable future, in which case the defendant will be required to make partial restitution payments. In addition to the schedule of payments that may be established by the Court, the defendant understands and agrees that, pursuant to the Mandatory Victims Restitution Act of

1996 and the Justice For All Act of 2004, victims of federal crimes are entitled to full and timely restitution. As such, these payments do not preclude the Government from using other assets or income of the defendant to satisfy the restitution obligation. The defendant understands and agrees that the United States Attorney's Office, by and through the Financial Litigation Unit, has the obligation and the right to pursue any legal means, including but not limited to, submission of the debt to the Treasury Offset Program, to collect the full amount of restitution owed to the victims in a timely fashion. Although the defendant may reserve the right to contest the amount of restitution owed, the defendant agrees to take all steps to facilitate collection of all restitution, including submitting to debtor's exams as directed by the Government. Towards this goal, the defendant agrees to waive any further notice of forfeiture and agrees that the United States may, at its sole election, elect to pursue civil or criminal forfeiture in the amount of the victim restitution owed in this case, and the

Court may enter both a restitution order and a forfeiture judgment in the amount of any unpaid restitution found by the Court to be due and owing at the time of sentencing in this matter. The defendant consents to the filing of any civil complaint or superseding information which may be necessary to perfect a forfeiture order and further stipulates and agrees that the defendant's guilty plea constitutes an admission to all matters legally and factually necessary for entry of a forfeiture order in this case. The parties agree that the Government will recommend, but cannot guarantee, that any assets recovered through forfeiture proceedings be remitted to crime victims to reduce the defendant's restitution obligation in this case. The defendant acknowledges that the making of any payments does not preclude the Government from using other assets or income of the defendant to satisfy the restitution obligation. The defendant understands that the amount of restitution calculated for purposes of Chapter 5 of the Sentencing

Guidelines might be different from the amount of loss calculated for purposes of Chapter 2 of the Sentencing Guidelines.

19. Full Restitution. The defendant agrees to make full restitution in the amount of approximately **$1,545,000**, in accordance with a schedule to be determined by the Court. The defendant also agrees that full restitution shall be a condition of any probation or term of supervised release that the defendant receives.

F. Information Provided to Court and Probation Office

20. Background Information for Probation Office. The defendant understands that the United States will provide to the United States Probation Office all information in its possession that the United States deems relevant regarding the defendant's background, character, cooperation, if any, and involvement in this or other offenses.

21. Objections to Pre-Sentence Report. The defendant understands that pursuant to the United States District Court for the Middle District of Pennsylvania's "Policy for Guideline Sentencing," both the United States and defendant must communicate to the

Probation Officer within 14 days after disclosure of the pre-sentence report any objections they may have as to material information, sentencing classifications, applicable Sentencing Guidelines ranges, and policy statements contained in or omitted from the report. The defendant agrees to meet with the United States at least five days prior to sentencing in a good faith attempt to resolve any substantive differences. If any issues remain unresolved, they shall be communicated to the Probation Officer for inclusion in an addendum to the pre-sentence report. The defendant agrees that unresolved substantive objections will be decided by the Court after briefing, a pre-sentence hearing, or at the sentencing hearing, where the standard or proof will be a preponderance of the evidence, and the Federal Rules of Evidence, other than with respect to privileges, shall not apply under Fed. R. Evid. 1101(d)(3), and the Court may consider any reliable evidence, including hearsay. Objections by the defendant to the pre-sentence report or the Court's rulings, will not be grounds for withdrawal of a plea of guilty.

22. Relevant Sentencing Information. At sentencing, the United States will be permitted to bring to the Court's attention, and the Court will be permitted to consider, all relevant information about the defendant's background, character and conduct, including the conduct that is the subject of the charges that the United States has agreed to dismiss, and the nature and extent of the defendant's cooperation, if any. The United States will be entitled to bring to the Court's attention and the Court will be entitled to consider any failure by the defendant to fulfill any obligation under this Agreement.

23. Non-Limitation on Government's Response. Nothing in this Agreement shall restrict or limit the nature or content of the United States' motions or responses to any motions filed on behalf of the defendant. Nor does this Agreement in any way restrict the Government in responding to any request by the Court for briefing, argument or presentation of evidence

regarding the application of Sentencing Guidelines to the defendant's conduct, including but not limited to, requests for information concerning possible sentencing departures.

G. Court Not Bound by Plea Agreement

24. Court Not Bound by Terms. The defendant understands that the Court is not a party to and is not bound by this Agreement, or by any recommendations made by the parties. Thus, the Court is free to impose upon the defendant any sentence up to and including the maximum sentence of imprisonment for 42 years, a fine of $1,500,000, a maximum term of supervised release of up to five years, which shall be served at the conclusion of and in addition to any term of imprisonment, the costs of prosecution, denial of certain federal benefits, and assessments totaling $300.

25. No Withdrawal of Plea Based on Sentence or Recommendations. If the Court imposes a sentence with which the defendant is dissatisfied, the defendant will not be permitted to withdraw any guilty plea for that reason alone, nor will the defendant be

permitted to withdraw any guilty plea should the Court decline to follow any recommendations by any of the parties to this Agreement.

H. Breach of Plea Agreement by Defendant

26. Breach of Agreement. In the event the United States believes the defendant has failed to fulfill any obligation under this Agreement, then the United States shall, in its discretion, have the option of petitioning the Court to be relieved of its obligations under this Agreement. Whether the defendant has completely fulfilled all of the obligations under this Agreement shall be determined by the Court in an appropriate proceeding, during which any disclosures and documents provided by the defendant shall be admissible, and during which the United States shall be required to establish any breach by a preponderance of the evidence. In order to establish any breach by the defendant, the United States is entitled to rely on statements and evidence given by the defendant during the cooperation phase of this Agreement, if any.

27. Remedies for Breach. The defendant and the United States agree that in the event the Court concludes that the defendant has breached the Agreement:

a. The defendant will not be permitted to withdraw any guilty plea tendered under this Agreement and agrees not to petition for withdrawal of any guilty plea;

b. The United States will be free to make any recommendations to the Court regarding sentencing in this case;

c. Any evidence or statements made by the defendant during the cooperation phase of this Agreement, if any, will be admissible at any trials or sentencings;

d. The United States will be free to bring any other charges it has against the defendant, including any charges originally brought against the defendant or which may have been under investigation at the time of the plea. The defendant waives and hereby agrees not to raise any defense to the reinstatement of these charges based upon collateral estoppel, Double Jeopardy, statute of limitations, assertion of Speedy Trial rights, or other similar grounds.

28. Violation of Law While Plea or Sentence Pending. The defendant understands that it is a condition of this Agreement that the defendant refrain from any further violations of state, local, or federal law while awaiting plea and sentencing. The defendant acknowledges and agrees that if the Government receives information that the defendant has committed new crimes while awaiting plea or sentencing in this case, the Government may petition the Court and, if the Court finds by a preponderance of the evidence that the defendant has committed any other criminal offense while awaiting plea or sentencing, the Government shall be free at its sole election to either: (a) withdraw from this Agreement; or (b) make any sentencing recommendations to the Court that it deems appropriate. The defendant further understands and agrees that, if the Court finds that the defendant has committed any other offense while awaiting plea or sentencing, the defendant

will not be permitted to withdraw any guilty pleas tendered pursuant to this Agreement, and the government will be permitted to bring any additional charges that it may have against the defendant.

~~I. Appeal Waiver~~

CO

~~29. Appeal Waiver – Direct. The defendant is aware that Title 28, United States Code, § 1291 affords a defendant the right to appeal a judgment of conviction and sentence; and that Title 18, United States Code, § 3742(a) affords a defendant the right to appeal the sentence imposed. Acknowledging all of this, the defendant knowingly waives the right to appeal the conviction and sentence. This waiver includes any and all possible grounds for appeal, whether constitutional or non-constitutional, including, but not limited to, the manner in which that sentence was determined in light of *United States v. Booker*, 543 U.S. 220 (2005). The defendant further acknowledges that this appeal waiver is binding only upon the~~

co

defendant ~~and that the~~ United States retains its right to appeal in this case.

co

30. Appeal Waiver Breach. The defendant acknowledges that pursuing a direct appeal waived in the preceding paragraph may constitute a breach of this Agreement. The Government agrees that the mere filing of a notice of appeal is not a breach of the Agreement. The Government may declare a breach only after the defendant or the defendant's counsel thereafter states, either orally or in writing, a determination to proceed with an appeal raising an issue the Government deems barred by the waiver. The parties acknowledge that the pursuit of an appeal constitutes a breach only if a court determines that the appeal does not present an issue that a judge may reasonably conclude is permitted by an exception to the waiver stated in the preceding paragraph or constitutes a "miscarriage of justice" as that term is defined in applicable law.

J. Other Provisions

31. Agreement Not Binding on Other Agencies. Nothing in this Agreement shall bind any other United States Attorney's Office, state prosecutor's office, or federal, state or local law enforcement agency.

32. No Civil Claims or Suits. The defendant agrees not to pursue or initiate any civil claims or suits against the United States of America, its agencies or employees, whether or not presently known to the defendant, arising out of the investigation, prosecution or cooperation, if any, covered by this Agreement, including but not limited to any claims for attorney's fees and other litigation expenses arising out of the investigation and prosecution of this matter. By the defendant's guilty plea in this matter the defendant further acknowledges that the Government's position in this litigation was taken in good faith, had a substantial basis in law and fact and was not vexatious.

33. Plea Agreement Serves Ends of Justice. The United States is entering this Agreement with the defendant because this

disposition of the matter fairly and adequately addresses the gravity of the offenses from which the charges are drawn, as well as the defendant's role in such offenses, thereby serving the ends of justice.

34. Merger of All Prior Negotiations. This document states the complete and only Agreement between the United States Attorney for the Middle District of Pennsylvania and the defendant in this case, and is binding only on the parties to this Agreement and supersedes all prior understandings or plea offers, whether written or oral. This agreement cannot be modified other than in writing that is signed by all parties or on the record in court. No other promises or inducements have been or will be made to the defendant in connection with this case, nor have any predictions or threats been made in connection with this plea. Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, the defendant certifies that the defendant's plea is knowing and voluntary, and is not the result

of force or threats or promises apart from those promises set forth in this Agreement.

35. Defendant is Satisfied with Assistance of Counsel. The Defendant agrees that the defendant has discussed this case and this Agreement in detail with the defendant's attorney, who has advised the defendant of the defendant's Constitutional and other trial and appellate rights, the nature of the charges, the elements of the offenses the United States would have to prove at trial, the evidence the United States would present at such trial, possible defenses, the advisory Sentencing Guidelines and other aspects of sentencing, potential losses of civil rights and privileges, and other potential consequences of pleading guilty in this case. The defendant agrees that the defendant is satisfied with the legal services and advice provided to the defendant by the defendant's attorney.

36. Deadline for Acceptance of Plea Agreement. The original of this Agreement must be signed by the defendant and defense counsel and received by the United States Attorney's Office on

or before **5:00 p.m., July 10, 2023**, otherwise the offer may, in the sole discretion of the Government, be deemed withdrawn.

37. Required Signatures. None of the terms of this Agreement shall be binding on the Office of the United States Attorney for the Middle District of Pennsylvania until signed by the defendant and defense counsel and then signed by the United States Attorney or his designee.

ACKNOWLEDGMENTS

I have read this agreement and carefully reviewed every part of it with my attorney. I fully understand it and I voluntarily agree to it.

11/7/23
Date

CHRISTOPHER J. MILLER
Defendant

I am the defendant's counsel. I have carefully reviewed every part of this agreement with the defendant. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.

11/7/23
Date

Christopher Opiel, Esq. ~~ERNIE PREATE, ESQ.~~
Counsel for Defendant

GERARD M. KARAM
United States Attorney

11/9/23
Date

By:

PHILLIP J. CARABALLO
Assistant United States Attorney

AUSA/PCG/2021R00589/June 28, 2023
VERSION DATE: March 8, 2021

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	**3:23-CR-95**
	:	
v.	:	**(Judge Munley)**
	:	
CHRISTOPHER J. MILLER	:	**(Electronically Filed)**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN, that Christopher J. Miller, the Defendant in the above-named case, hereby timely appeals to the United States Court of Appeals for the Third Circuit from the judgement filed on June 28, 2024 by the Honorable Judge Julia K. Munley

Respectfully submitted,

Date: July 2, 2024

/s/ Christopher Opiel
Christopher Opiel, Esq.
CJA Appointed Counsel
Attorney ID# PA318776

Opiel Law
88 North Franklin Street
Wilkes-Barre, Pennsylvania 18701
(570) 762-9992 (Office)
(570) 417-1436 (Cell)
(570) 825-6675 (Fax)
Email: cropiel@opiellaw.com

CERTIFICATE OF SERVICE

I, Christopher Opiel, CJA appointed counsel, do hereby certify that this document, the foregoing **Notice of Appeal** filed electronically through the ECF system will be sent to the registered Participants as identified on the Notice of Electronic Filing, including the following:

Phillip J. Caraballo-Garrison, Esquire
Assistant United States Attorney

Date: July 2, 2024

/s/ Christopher Opiel
Christopher Opiel, Esq.
CJA Appointed Counsel

Subject: 24-2199 USA v. Christopher Miller "Text Order Filed"
Date: Thursday, October 9, 2025 at 1:44:09 PM Eastern Daylight Time
From: CMECF_No_Reply@ca3.uscourts.gov
To: Christopher Opiel

United States Court of Appeals for the Third Circuit

Notice of Docket Activity

The following transaction was filed on 10/09/2025

Case Name: USA v. Christopher Miller
Case Number: 24-2199

Docket Text:
TEXT ORDER (Clerk): At the direction of the Court, each of the parties is invited to address the following issues: 1. Whether intervening precedent, primarily United States v. Nasir, 17 F.4th 459 (3d Cir. 2021) (en banc), and United States v. Adair, 38 F.4th 341 (3d Cir. 2022), affect the applicability of United States v. Helbling, 209 F.3d 226 (3d Cir. 2000)? 2. How "criminal activity that involved five or more participants or was otherwise extensive," U.S. Sent'g Guidelines Manual Section: 3B1.1(a) (U.S. Sent'g Comm'n 2024), should be interpreted after United States v. Nasir, 17 F.4th 459 (3d Cir. 2021) (en banc), and United States v. Adair, 38 F.4th 341 (3d Cir. 2022). Supplemental letter brief responses by the parties may not exceed 2,500 words and must be submitted by October 17, 2025. (SHP)

Notice will be electronically mailed to:

Christian T. Haugsby
Carlo D. Marchioli
Christopher R. Opiel