Appendix A
1 of 11

PUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 24-4596

UNITED STATES OF AMERICA,

Plaintiff – Appellee,

v.

DERICKSON LAWRENCE,

Defendant – Appellant.

Appeal from the United States District Court for the Eastern District of Virginia, at Norfolk. John A. Gibney, Jr., Senior District Judge. (2:23-cr-00089-JAG-LRL-1)

Argued: December 12, 2025 Decided: April 14, 2026

Before WILKINSON, RICHARDSON, and QUATTLEBAUM, Circuit Judges

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Affirmed by published opinion. Judge Richardson wrote the opinion, in which Judge Wilkinson and Judge Quattlebaum joined.

ARGUED: Patrick L. Bryant, OFFICE OF THE FEDERAL PUBLIC DEFENDER, Alexandria, Virginia, for Appellant. Anthony Comer Mozzi, OFFICE OF THE UNITED STATES ATTORNEY, Norfolk, Virginia, for Appellee. **ON BRIEF:** Geremy C. Kamens, Federal Public Defender, Keith Loren Kimball, Assistant Federal Public Defender, OFFICE OF THE FEDERAL PUBLIC DEFENDER, Alexandria, Virginia, for Appellant. Erik S. Siebert, United States Attorney, Daniel J. Honold, Assistant United States Attorney, Alexandria, Virginia, E. Rebecca Gantt, Assistant United States Attorney, OFFICE OF THE UNITED STATES ATTORNEY, Norfolk, Virginia, for Appellee.

RICHARDSON, Circuit Judge:

Derickson Lawrence defrauded a business and its employees. He also defrauded the federal government. Following a five-day trial, a jury convicted him of eleven counts of wire and mail fraud. He appeals his convictions, contending that the evidence was insufficient to establish fraudulent intent and that the district court should have tried his two fraud schemes separately. He also challenges a sentencing enhancement. As his arguments lack merit, we affirm.[1]

I. Background

Derickson Lawrence owned and operated a small business called MarketView, Inc. In 2004, MarketView started providing paycard services to BOTH, Inc., which owned several Golden Corral restaurant locations in the mid-Atlantic region. Using MarketView's services, Golden Corral employees could choose to receive their wages in the form of a debit-card-like paycard instead of a paper paycheck, and many employees opted for the paycard option.

Accordingly, these Golden Corral restaurants sent payroll funds to MarketView, and MarketView issued paycards to the restaurant employees. Employees could use these paycards to make purchases or withdraw their money. Because the cardholders did not usually use or withdraw their entire pay at once, MarketView sat on a pot of cash. In

[1] Lawrence, with leave of this Court, submitted a pro se supplemental brief and moved to exceed the page limitations. Dkt. Nos. 13, 54, 63, 66. We grant the motion but find no merit in the claims raised in the pro se supplemental brief. Though captioned as a brief, it is in substance a motion for release pending appeal, which counsel later filed as a motion, and we denied. Dkt. Nos. 63, 84, 89. To the extent it raises sentencing challenges not addressed in counsel's brief, we find they are without merit.

marketing materials and cardholder agreements, Lawrence represented that the paycard would be "everything a bank is" and reserved only a limited authority to invest the funds in safe, liquid vehicles. J.A. 1386.

But by 2017, Lawrence began moving cardholder payroll funds to his personal brokerage account, routing the transactions through an intermediary account. Lawrence then traded options with the funds—and never told the cardholders or Golden Corral about it. For the next two years, Lawrence traded options almost daily. When he lost money, as he often did, Lawrence transferred more cardholder funds to his brokerage account. From April 2017 to October 2019, he transferred over $200,000 of cardholder funds to his brokerage account. And on the few occasions when he made money trading options, Lawrence kept the money for himself. In that entire period, Lawrence returned money from his personal brokerage account to the cardholder account only once: a paltry sum of less than $10,000.

By late 2018, as a result of Lawrence's conduct, cardholders' accounts did not have the money that they had sent to MarketView, so they could not access their funds. After they complained to Golden Corral, it demanded more documentation from Lawrence. Lawrence admitted that MarketView had run out of money, but he grossly understated the extent of the shortfall.

Beyond flat-out lying, Lawrence hid the extent of his fraud in other ways too. He began charging inactivity fees retroactively. He also restricted Golden Corral's access to balance information under the guise of privacy law compliance. Finally, in December

2019, Golden Corral terminated its relationship with Lawrence and reported MarketView to the federal government.

By then, MarketView was finished: It had lost its only client and all its employees except Lawrence. But this did not stop Lawrence from applying for a Paycheck Protection Program (PPP) loan from the Small Business Administration in early 2020. To do so, he submitted manipulated bank records that falsely represented that MarketView was still operating and paying its employees in February 2020. Once Lawrence received the loan, those funds also made their way to his personal brokerage account.

In 2023, Lawrence was indicted on nine counts of wire fraud and one count of mail fraud arising from his paycard scheme, and one count of wire fraud arising from his PPP loan scheme. Before trial, Lawrence moved to sever the PPP-fraud count, arguing the joinder was either improper or so prejudicial as to require severance. The district court denied the motion, concluding that the counts were properly joined and that any prejudice could be cured. After a five-day trial, the jury convicted Lawrence of all eleven counts. At sentencing, the district court applied an enhancement for Lawrence's use of "sophisticated means" to carry out the fraud and sentenced him to 87 months in prison.

Lawrence timely appealed. He argues that (1) there was insufficient evidence of his intent to commit fraud, (2) the district court erred in applying the sophisticated-means enhancement to his sentence, and (3) the district court erred in denying his motion to sever the PPP-fraud count.

We find the evidence amply established his intent to defraud.[2] It also supported the sophisticated-means sentencing enhancement.[3] The joinder issues require more explanation, but those arguments ultimately fail too.

II. Misjoinder And Severance

"Whether charges are properly joined in an indictment is a question of law that we review *de novo*." *United States v. Hawkins*, 776 F.3d 200, 206 (4th Cir. 2015); Fed. R. Crim. P. 8(a). When charges are properly joined, we ask only if the district court abused its discretion in denying a motion to sever. *United States v. Mackins*, 315 F.3d 399, 412 (4th Cir. 2003); Fed. R. Crim. P. 14(a).

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[2] Lawrence claims that he lacked the specific intent to defraud because he never "intended for the cardholders to lose their money," Opening Br. at 17, and later made efforts to "right the ship," Reply Br. at 4. But he did not need to intend to "leave the victim[s] economically worse off" in order to intend to defraud them. *Kousisis v. United States*, 605 U.S. 114, 124 (2025). It is sufficient that he lied to "obtain . . . money or property." *Id.* (internal quotation marks omitted); *United States v. Godwin*, 272 F.3d 659, 666–67 (4th Cir. 2001). And there was evidence from which a jury could have reasonably concluded that here. Lawrence falsely represented that the paycard service was "everything a bank is." J.A. 1386. And he promised to invest the balance only "in an overnight money market account secured by US Treasury obligations and other similar short term, liquid investments," *even after* he started using the payroll funds to trade options. J.A. 1392. Further, his purported efforts to "right the ship"—moving money around, understating shortfalls, charging new fees, and restricting Golden Corral's access to balance information—could just as easily be characterized as efforts to cover his tracks, supporting rather than undermining a finding of intent to defraud. *See United States v. Perry*, 757 F.3d 166, 176 (4th Cir. 2014).

[3] The Sentencing Guidelines "direct[] the sentencing court to increase the offense level by two levels if 'the offense otherwise involved sophisticated means.'" *United States v. Wolf*, 860 F.3d 175, 199 (4th Cir. 2017) (quoting U.S.S.G. § 2B1.1(b)(10)(C)). For years, Lawrence used multiple accounts to conceal his transactions, charged inactivity fees retroactively to hide the extent of the shortfall, and hid account balances from his client under the guise of legal requirements. Accordingly, the district court did not clearly err in finding that Lawrence used sophisticated means to commit fraud.

Federal Rule of Criminal Procedure 8(a) permits broad, but not limitless, joinder. Multiple offenses may be joined if they "are of the same or similar character, or are based on the same act or transaction, or are connected with or constitute parts of a common scheme or plan." Fed. R. Crim. P. 8(a). Rule 8(a) thus allows "very broad joinder" to avoid duplicate witnesses and juries. *Hawkins*, 776 F.3d at 206 (quoting *Mackins*, 315 F.3d at 412); *United States v. Mir*, 525 F.3d 351, 357 (4th Cir. 2008). Still, the requirements "are not infinitely elastic." *Hawkins*, 776 F.3d at 206 (quoting *Mackins*, 315 F.3d at 412). Something more than the identity of the defendant and a temporal relationship must tie the offenses together. *Id.* at 209. No checklist resolves this fact-specific inquiry. But we have found that "a logical and intimate connection" exists between offenses when one offense sets up the other or helps carry it out. *Id.* at 207 (citing *United States v. Cole*, 857 F.2d 971, 973 (4th Cir. 1988) (finding joinder of drug-distribution and alien-smuggling charges proper when the smuggled aliens later supported the drug-distribution scheme)). And joining multiple violations of the same statute is "unremarkable," even when time has passed between the offenses. *Id.* at 208 (citing *United States v. Rousseau*, 257 F.3d 925, 932 (9th Cir. 2001) (finding two felon-in-possession offenses properly joined though they occurred more than six months apart and involved different firearms)).

Lawrence claims the schemes were not of a similar character because they differed in nature, scope, and time.[4] To be sure, the schemes themselves were distinct. But they

[4] Lawrence argues that the PPP fraud was "about money improperly coming in" while the paycard fraud was "about money improperly going out." Opening Br. at 27. But this is not true. The paycard fraud was also "about money improperly coming in." Lawrence's continued misrepresentations of safe investment were meant not only to

overlapped in material ways: Both involved MarketView as a vehicle for misappropriating funds, and both employed the same methods to hide how Lawrence used those funds. These similarities meant some witnesses and proof overlapped. And his paycard fraud precipitated his PPP fraud: When the paycard scheme collapsed, Lawrence needed cash, so he turned to PPP. Finally, both frauds were indicted under the wire fraud statute, 18 U.S.C. § 1343. So we agree with the district court that the two frauds were sufficiently connected to make the initial joinder proper.

The district court also acted within its discretion in declining to sever the properly joined offenses. When joinder is proper, the court may nevertheless sever the trials when joinder "appears to prejudice a defendant or the government." Fed. R. Crim. P. 14(a). However, "Rule 14 does not require severance even if prejudice is shown; rather, it leaves the tailoring of the relief to be granted, if any, to the district court's sound discretion." *Zafiro v. United States*, 506 U.S. 534, 538–39 (1993). A "district court should grant a severance under Rule 14 only if there is a serious risk that a joint trial would compromise a specific trial right of one of the defendants, or prevent the jury from making a reliable judgment about guilt or innocence." *Zafiro*, 506 U.S. at 539; *United States v. Cardwell*, 433 F.3d 378, 387 (4th Cir. 2005). Even when "the risk of prejudice is high," the district court may rely on "less drastic measures" than requiring separate trials, "such as limiting instructions," to sufficiently cure any risk of prejudice. *Zafiro*, 506 U.S. at 539.

disguise his improper transfer of funds to his own account (going out) but also to induce additional funds from Golden Corral and its employees (coming in). And regardless, both schemes revolved around Lawrence's lies about how he would use the funds entrusted to him.

Mindful of the deference owed to the district court, we find that Lawrence's two claims of prejudice do not require severance. First, Lawrence argues that the evidence of multiple fraud schemes "invite[d] the jury to convict [him] based on an inference that he has a fraudulent character generally." Opening Br. at 31. Second, he argues that the joinder prejudiced him because he was "forced" to "essentially concede" guilt on the PPP-fraud count and would face "risks" by "testify[ing] about one matter but remain[ing] silent about another." *Id.*

Lawrence's first argument is that joinder posed a risk of the jury drawing a propensity inference. That is, once he effectively conceded that the evidence supported finding him guilty of PPP fraud, the jury might conclude that he likely defrauded Golden Corral and its employees too. But two countervailing factors minimized the risk of propensity prejudice in this case. First, the government presented "substantial, direct evidence of guilt." *United States v. Jamar*, 561 F.2d 1103, 1107 (4th Cir. 1977). Second, the district court gave an appropriate curative instruction to the jury: "A separate crime is charged in each count of the indictment. Each charge and the evidence pertaining to it should be considered separately." J.A. 998. A generalized propensity fear is the very concern limiting instructions are designed to address. Whatever propensity prejudice existed, this instruction "sufficiently neutralized the possibility that the jury would hold" Lawrence's other crimes "against him when considering his guilt on other charges." *Cardwell*, 433 F.3d at 388.

Lawrence's second argument is that joinder impaired his defense. He wanted to testify about the paycard scheme, but not the PPP-fraud count, and feared the adverse inference that choice might invite. Even though "[p]rejudice may develop when an accused wishes to testify on one [count] but not the other," severance is not required merely because he alleges that he wishes to offer limited testimony. *Baker v. United States*, 401 F.2d 958, 976 (D.C. Cir. 1968); *Jamar*, 561 F.2d at 1108 n.9. Rather, the defendant must make a convincing and particularized showing that he has (1) "important testimony to give concerning one count," and (2) "a strong need to refrain from testifying on the other." *United States v. Goldman*, 750 F.2d 1221, 1225 (4th Cir. 1984) (quoting *Baker*, 401 F.2d at 976–77); *United States v. Clark*, 928 F.2d 639, 645 (4th Cir. 1991). He must make this showing[5] with enough specificity for the court to "make an independent evaluation of whether the defendant will be prejudiced to an extent that outweighs the interests favoring joinder," such as judicial economy. *Jamar*, 561 F.2d at 1108 n.9. And he must provide "enough information . . . to satisfy the court that the claim of prejudice is genuine." *Goldman*, 750 F.2d at 1225 (quoting *Baker*, 401 F.2d at 977).

Here, Lawrence did not provide any information about the testimony he wished to present and thus failed to demonstrate that his choice not to testify created "[the] strong showing of prejudice" that could demand separate trials. *Goldman*, 750 F.2d at 1225. Lawrence also failed to particularly demonstrate a strong need to refrain from testifying on the PPP-fraud count. Lawrence expressed both a desire to "remain silent as to [the PPP-fraud count], allowing his lawyer to construct a defense through the extensive documentary

[5] Note that even this showing does not transform Rule 14's "may" into a "must." Even if a district court finds that joinder prejudices the defendant, it may nonetheless conclude that other interests favoring joinder outweigh such prejudice.

record," J.A. 39, and a concern that the jury might draw an adverse inference from his decision to only testify about the paycard scheme. But this generic, broadly stated concern does not constitute a strong reason to stay silent. In order to make "a strong showing of prejudice," a defendant must raise something more than run-of-the-mill concerns that might arise in any case involving joinder.

For example, Lawrence's general concern about jurors drawing an adverse inference from selective testimony would arise whenever a defendant prefers to testify to some counts and not others. Perhaps a juror could assume a defendant's silence about certain crimes amounts to an admission of guilt. But courts routinely address such improper inferences through jury instructions. Indeed, "to require a severance based on such . . . unembellished assertion[s]" as a general concern about inferences of guilt from silence "would effectively strip the trial court of its discretion in the matter of joinder, vesting it instead in the defendant." *Jamar*, 561 F.2d at 1108 n.9.[6]

Here, Lawrence failed to make a strong, particularized showing about the testimony he would have given about the paycard scheme and his reasons for remaining silent on the PPP-fraud count. The district court therefore acted within its discretionary authority in denying his severance motion. *See Zafiro*, 506 U.S. at 538–39.

* * *

[6] Lawrence's purported desire to allow his lawyer to construct a defense using documentary evidence also fails to provide a strong reason for his decision to remain silent. The notion that one's lawyer could make out a good case without using one's testimony does not provide an explanation as to why one's testimony, if given, would be prejudicial. Just like his concerns about adverse inferences, this assertion is run-of-the-mill and general.

Sufficient evidence supported Lawrence's convictions and the sophisticated-means enhancement. And once the district court properly joined the schemes, it acted within its discretion in denying severance. The judgment is accordingly

AFFIRMED.

FILED: April 14, 2026

Appendix B

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 24-4596
(2:23-cr-00089-JAG-LRL-1)

UNITED STATES OF AMERICA

Plaintiff - Appellee

v.

DERICKSON LAWRENCE

Defendant - Appellant

J U D G M E N T

In accordance with the decision of this court, the judgment of the district court is affirmed.

This judgment shall take effect upon issuance of this court's mandate in accordance with Fed. R. App. P. 41.

/s/ NWAMAKA ANOWI, CLERK

ECF 13

FILED: December 4, 2024

Appendix C

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 24-4596
(2:23-cr-00089-JAG-LRL-1)

UNITED STATES OF AMERICA

Plaintiff - Appellee

v.

DERICKSON LAWRENCE

Defendant - Appellant

ORDER

Appellant has filed a motion for leave to proceed pro se and appellant's counsel has filed a motion to withdraw so that appellant may proceed pro se. The court denies the motions, but accepts appellant's previously filed pro se briefs and grants leave for appellant to file an additional pro se supplemental brief addressing any issues not raised in counsel's formal briefs.

For the Court--By Direction

/s/ Nwamaka Anowi, Clerk

Appendix D-2

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division

UNITED STATES OF AMERICA

v. Criminal Action No. 2:23-cr-89

DERICKSON LAWRENCE,
Defendant.

ORDER

This matter comes before the Court on a motion for a new trial filed by the defendant, Derickson Lawrence. (ECF No. 94.) In connection with his request for a new trial, Lawrence also moves for an evidentiary hearing, for copies of certain trial transcript excerpts, and for subpoenas. (ECF Nos. 94, 106, 107). The Court held a hearing on Lawrence's motions on September 27, 2024. For the reasons stated from the bench and in the accompanying Opinion, the Court ORDERS as follows:

2. The Court DENIES Lawrence's motion for a new trial and for an evidentiary hearing. (ECF No. 94.)

3. The Court DENIES Lawrence's motion for trial transcript excerpts. (ECF No. 106.)

4. The Court DENIES Lawrence's motion for subpoenas. (ECF No. 107.)

It is so ORDERED.

Let the Clerk send a copy of this Order to Lawrence and all counsel of record.

Date: 30 September 2024
Richmond, VA

/s/
John A. Gibney, Jr.
Senior United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Appendix E-1

Norfolk Division

UNITED STATES OF AMERICA)
)
v.) Criminal No. 2:23-cr-089
)
DERICKSON LAWRENCE,)
)
Defendant.)

RESTITUTION ORDER

1. Pursuant to 18 U.S.C § 3663A(a)(1), the defendant is ordered to pay restitution in the total amount of $ ~~232,080.79~~. $ 221,443.35 ACM

2. Defendant shall be required to pay up to the full amount imposed unless or until all victims have received payment of the full amount of restitution awarded to each victim.

3. The Clerk of Court shall forward all restitution payments to the victims at the address provided in the Attachment A to this order.

4. Interest:

   ✓ is waived.

   ____ accrues as provided in 18 U.S.C § 3612(f).

5. Notwithstanding any other provision of this Restitution Order or the sentence imposed, including the directive to make periodic and lump sum payments, restitution is due in full and payable immediately from assets known and unknown and including assets identified in the Presentence Report. The Government may enforce restitution at any time.

6. If incarcerated, the Court encourages the defendant to participate in the Bureau of Prisons' Inmate Financial Responsibility Program, to comply with the provisions of the financial plan, and to meet the defendant's financial obligation, pursuant to 28 C.F.R. § 545.10-11.

7. If restitution is not paid in full immediately, in addition to complying with the provisions in paragraph three above, the defendant shall pay to the Clerk at least $ 50 per month or 25 percent of net income, whichever is greater, beginning 60 days after release from any period of confinement; or 60 days after sentencing if no confinement is imposed.

E-2

8. All payments shall be made to the Clerk of Court, United States District Court, 600 Granby Street, Norfolk, Virginia 23510-1811.

9. Within 30 days of (a) any change of name, residence, or mailing address; and/or (b) any material change in economic circumstances that affects the ability to pay restitution, the defendant shall notify the Clerk of Court and the United States Attorney's Office, Financial Litigation Unit, 8000 World Trade Center, Norfolk, Virginia 23510.

10. No delinquent or default penalties will be imposed except upon Order of the Court.

11. The Clerk of Court shall distribute the funds to the victims on a pro rata basis.

Honorable John A. Gibney, Jr.
United States District Judge

ENTERED this 25 day of October, 2024.

at Norfolk, Virginia

Objected to by Derickson Lawrence.

E-3

I ASK FOR THIS:

Jessica D. Aber
United States Attorney

Anthony C. Mozzi
Assistant United States Attorney
United States Attorney's Office
101 West Main Street, Suite 8000
Norfolk, Virginia 23510
Telephone -757-441-6331
anthony.mozzi@usdoj.gov

E-4

ATTACHMENT A TO RESTITUTION ORDER

AAM

Victim:	Loss Amount:
BOTH, Inc. dba Golden Corral 1453 Kempsville Road #107 Virginia Beach, Virginia 23464	~~$ 117,023.62~~ $106,386.18
FISERV Corporate Legal Department – Litigation & Risk Attn: Bram Maravent, Esq. 4000 Coral Ridge Drive Coral Springs, Florida 33065	$ 88,807.17
TO BE PAID LAST AFTER ALL OTHER VICTIMS RECEIVE RESTITUTION U.S. Small Business Administration Office of Disaster Assistance Processing and Disbursement Center 14925 Kingsport Road Forth Worth, Texas 76155	$ 26,250
Total due from defendant:	~~**$ 232,080.79**~~

AAM

$221,443.35

United States of America
v.
Derickson Laurence
Defendant

Case No. 2:23-cr-89

Appendix F

INSTRUCTION NO. 20

In my instructions dealing with wire fraud and mail fraud, I will use the terms "any scheme or artifice to defraud" and "any scheme or artifice for obtaining money."

These phrases mean any deliberate plan of action or course of conduct by which someone intends to deceive or to cheat another or by which someone intends to deprive another of something of value.

The phrases include actual, direct false statements as well as half-truths, and include the knowing concealment of facts that are material or important to the matter in question and that were made or used with the intent to defraud.

I will also use the term "intent to defraud." To act with an "intent to defraud" means to act knowingly and with the intention or the purpose to deceive or to cheat. An intent to defraud is accompanied, ordinarily, by a desire or a purpose to bring about some gain or benefit to oneself or some other person, or by a desire or a purpose to cause some loss to some person.

I will also use the phrase "false or fraudulent pretenses, representations, or promises." This phrase means a statement or an assertion which concerns a material or important fact or a material or important aspect of the matter in question. In addition, it has to be either known to be untrue at the time that it was made, or to be made with reckless indifference as to whether it was, in fact, true or false. It must be made with the intent to defraud.

A material fact is a fact that would be of importance to a reasonable person in making a decision about a particular matter or transaction.

U.S. Small Business Administration

Appendix G

GUIDANCE MEMO: UPDATED 4-27-2020

XML File Submission Process for Paycheck Protection Program (PPP)

(1) The Treasury Department and SBA are implementing a process that allows lenders that have a large number of SBA-ready PPP loan applications to make a one-time bulk submission of XML files to E-Tran.

(2) XML File Submission: The SBA will accept one bulk submission per lender. **The minimum amount of SBA-ready PPP loans that a lender must have ready for XML file submission is 5,000 loans**. Submissions will be processed individually and each loan in the bulk submission will be subject to funds available for the program and subject to the individual lender cap.

The lending institution may coordinate the XML submission file with SBA by emailing Sheri.McConville@sba.gov

Please note these XML files must be submitted to SBA by 9pm EDT on Monday, April 27, 2020.

How It Works:

1. The lender must use the standard 6.0 SBA .xml data set for each loan, delimited, and create a single file for submission to SBA. Lender creates a flat file of .xml for all loans in their pipeline that have gone through the lender's preapproval processes and are ready to send to SBA for processing.
2. (3) The lender transmits the file to SBA via file upload. Using the Messenger function in SBA E-Tran, the lender uploads the XML submission to the agency.
3. SBA will process the XML submission into E-Tran, using its standard validation, on an individual loan basis. Error files within the XML submission will be automatically removed. Approved loans will be issued a guaranteed SBA loan number.
4. SBA will return a single file to the lender. For successful PPP loan applications, the file will contain the following data: SBA loan guarantee numbers, amounts approved, and related information. Additionally, the file will note loans that were not successfully processed by SBA loan systems.

GOVERNMENT EXHIBIT 619 2:23cr89

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division

Appendix H-1

UNITED STATES OF AMERICA v. DERICKSON LAWRENCE, Defendant.	Criminal No. 2:23-cr-089

STIPULATIONS

The parties stipulate and agree to the following:

A. Stipulation #1: Business Records

The parties stipulate and agree that the categories of records listed below in numbered paragraphs 1 through 8 are authentic and constitute records of a regularly conducted business activity pursuant to Rule 803(6) and 902(11) of the Federal Rules of Evidence without requiring further authentication, certification, or testimony of a custodian. The parties retain the right to object to the admissibility of these records under any other rule of evidence or constitutional right.

1. Wells Fargo Bank records, including account applications, signature cards, account statements, deposits, transfers. ACH files, credits, memoranda, wire transfers, checks, loans and other banking documents.

2. Capital One Bank records, including account applications, signature cards, account statements, deposits, transfers, credits, memoranda, wire transfers, checks, loans and other banking documents.

3. JPMorgan Chase Bank records, including account applications, signature cards, account statements, deposits, transfers, ACH files, credits, memoranda, wire transfers, checks, loans and other banking documents.

4. TD Bank records, including account applications, signature cards, account statements, deposits, transfers, credits, memoranda, wire transfers. checks, loans and other banking documents, as well as records concerning PPP Loan No. 4242357703.

5. TD Ameritrade/Scottrade records, including account applications, waivers, statements, tax records, and other brokerage documents.

GOVERNMENT EXHIBIT 900

H-2

6. BOTH, Inc. ("BOTH") records, including the documents bearing Bates stamps USAO-MKVW_000005 through USAO-MKVW_000285, USAO-MKVW_007145 through USAO-MKVW_007151, USAO-MKVW_007328 through USAO-MKVW_007385, USAO-MKVW_008657 through USAO-MKVW_009219, and USAO-MKVW_009235 through USAO-MKVW_009253.

7. FISERV/STAR records, including the documents bearing Bates stamps USAO-MKVW_004574 through USAO-MKVW_004617, USAO-MKVW_007154 through USAO-MKVW_007327, USAO-MKVW_008191 through USAO-MKVW_008306, USAO-MKVW_008413, and USAO-MKVW_008418 through USAO-MKVW_008654.

8. Small Business Administration ("SBA") records concerning PPP Loan No. 4242357703.

B. Stipulation #2: Authenticity of Certain Records

The parties stipulate and agree that the defendant was the account holder and sole user of the email account "dkl@marketview.com," and that emails sent to and from that email account are authentic without requiring further authentication, certification, or testimony of a custodian.

C. Stipulation #3: Marketview Ownership

The parties stipulate and agree that, at all times relevant to this case, defendant was the owner and Chief Executive Officer ("CEO") of Marketview Resources, Inc., EIN 134154869, located at 149 Esplanade in Mount Vernon, New York. The parties stipulate and agree that, at all times relevant to this case, defendant was the sole account holder and had exclusive control over the financial accounts designated in Stipulation #1, paragraphs 1, 2, 4, and 5. The parties further stipulate and agree that defendant has a Master of Business Administration ("MBA") in International Finance from the Zicklin School of Business at Baruch College.

D. Stipulation #4: Hard Drive Extraction

The parties stipulate and agree that documents, records, and other data was obtained from a Dell Vostro 1550 laptop computer—which contained a one terabyte Western Digital solid state drive as well as an eight gigabyte Dane Elec flash drive—seized from 149 Esplanade in Mount Vernon, New York, on January 13, 2021 pursuant to search warrant number 21-MJ-00118, and which were later returned to the defendant at his request. The parties further stipulate and agree

H-3

that documents, records, and other data contained in a Magnet AXIOM case report, each of which can be identified by unique item identification numbers, are true and authentic representation of documents, records, and other data obtained from the Dell Vostro 1550 laptop computer without need for testimony or any further authentication by a forensic examiner.

E. Stipulation #5: Location of the defendant and BOTH

The parties stipulate and agree that, at all times relevant to the case, the defendant resided in Mount Vernon, New York and BOTH had its principal place of business in Virginia Beach, Virginia, which is within the Eastern District of Virginia.

F. Stipulation #6: TD Bank

The parties stipulate and agree that Scott Wentnick was employed by TD Bank in 2020 and based out of New York City. Because of the pandemic, from approximately mid-March of 2020 through at least June 2020, all of the work that Mr. Wentnick did for TD Bank was done remotely from his residence in New Jersey. The parties further stipulate and agree that TD Bank's PPP loan application transactions were processed through TD Bank's servers in either Chicago, IL or Ashburn, VA, and then from there through TD Bank's main data center in Canada. For SBA Loan # 4242357703, it is unknown which server was used.

G. Stipulation #6: Submitted to Jury

The parties further agree that these Stipulations may be marked and admitted as evidence in the case, and that they may be submitted to the jury during its deliberations along with other admitted evidence.

We ask for this:

Derickson Lawrence

Keith L. Kimball, Esq.
Andrew Grindrod, Esq.
Counsel for Derickson Lawrence

Jessica D. Aber
United States Attorney

By:

Anthony Mozzi
E. Rebecca Gantt
Assistant United States Attorneys

APPENDIX I

CONSTITUTIONAL AND STATUTORY PROVISIONS

United States v. Derickson Lawrence

No. 24-4596

United States Court of Appeals for the Fourth Circuit

Derickson Lawrence Register No. 71243-510 FCI Butner Medium I P.O. Box 1000

Butner, NC 27509

CONTENTS OF APPENDIX I

UNITED STATES CONSTITUTION

Article III, Section 2

The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority;—to all Cases affecting Ambassadors, other public Ministers and Consuls;—to all Cases of admiralty and maritime Jurisdiction;—to Controversies to which the United States shall be a Party;—to Controversies between two or more States;—between a State and Citizens of another State;—between Citizens of different States;—between Citizens of the same State claiming Lands under Grants of different States, and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects.

In all Cases affecting Ambassadors, other public Ministers and Consuls, and those in which a State shall be Party, the supreme Court shall have original Jurisdiction. In all the other Cases before mentioned, the supreme Court shall have appellate Jurisdiction, both as to Law and Fact, with such Exceptions, and under such Regulations as the Congress shall make.

The Trial of all Crimes, except in Cases of Impeachment, shall be by Jury; and such Trial shall be held in the State where the said Crimes shall have been committed; but when not committed within any State, the Trial shall be at such Place or Places as the Congress may by Law have directed.

Relevance to Questions Presented: Article III, Section 2 establishes the constitutional venue requirement that the trial of all crimes shall be held in the state where the crime was committed. This provision is directly at issue in Question III — Pass-Through Venue.

Amendment V

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

Relevance to Questions Presented: The Grand Jury Clause of the Fifth Amendment is directly at issue in Question II — Defective Indictment. The Due Process Clause of the Fifth Amendment is directly at issue in Question IV — Admission of Confidential Settlement Communication, governed by Andrew v. White, 604 U.S. 86 (2025).

Amendment VI

In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defence.

Relevance to Questions Presented: The Vicinage Clause of the Sixth Amendment guarantees the right to trial by a jury of the state and district wherein the crime was committed. This provision is directly at issue in Question III — Pass-Through Venue.

STATUTORY PROVISIONS

18 U.S.C. § 1341 — Frauds and Swindles (Mail Fraud)

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both.

Relevance to Questions Presented: 18 U.S.C. § 1341 is one of the two statutes directly at issue in Question 1 — Deceive AND Cheat. The conjunctive versus disjunctive instruction standard governs convictions under this statute.

18 U.S.C. § 1343 — Fraud by Wire, Radio, or Television (Wire Fraud)

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial institution, such person shall be fined not more than $1,000,000 or imprisoned not more than 30 years, or both.

Relevance to Questions Presented: 18 U.S.C. § 1343 is the primary statute at issue in all four Questions Presented. Question I addresses the conjunctive instruction standard. Question II addresses the indictment specificity requirement for the wire element. Question III addresses the venue provision for wire fraud. Question IV addresses the evidentiary standard governing admission of evidence in a § 1343 prosecution.

18 U.S.C. § 3237(a) — Offenses Begun in One District and Completed in Another

Except as otherwise expressly provided by enactment of Congress, any offense against the United States begun in one district and completed in another, or committed in more than one district, may be inquired of and prosecuted in any district in which such offense was begun, continued, or completed.

Any offense involving the use of the mails, transportation in interstate or foreign commerce, or the importation of an object or person into the United States is a continuing offense and, except as otherwise expressly provided by enactment of Congress, may be inquired of and prosecuted in any district from, through, or into which such commerce, mail matter, or imported object or person moves.

Relevance to Questions Presented: 18 U.S.C. § 3237(a) is the governing venue statute directly at issue in Question III — Pass-Through Venue. The question presented asks whether this statute permits venue to be established based solely on a contracted server that processed a wire transmission through a district where no essential conduct occurred.

FEDERAL RULES OF CRIMINAL PROCEDURE

Fed. R. Crim. P. 7 — The Indictment and the Information

(a) When Used.

(1) *Felony.* An offense (other than criminal contempt) must be prosecuted by an indictment if it is punishable: (A) by death; or (B) by imprisonment for more than one year.

(c) Nature and Contents.

A count may incorporate by reference an allegation made in another count. A count charging conspiracy with two or more objects need not contain a separate count for each object. An indictment or information — other than one charging a misdemeanor — must be signed by an attorney for the government. It need not contain a formal commencement, a formal conclusion, or any other matter not necessary to the statement of the offense. An indictment or information must state for each count the official or customary citation of the statute, rule, regulation, or other provision of law that the defendant is alleged to have violated. For purposes of this rule, a citation error is harmless unless the defendant was misled and thereby prejudiced.

Relevance to Questions Presented: Fed. R. Crim. P. 7 governs the requirements for a valid federal indictment. The rule's requirements that an indictment state the offense with sufficient specificity are directly at issue in Question II — Defective Indictment, where the indictment failed to identify the specific wire underlying Count 11.

Fed. R. Crim. P. 29 — Motion for a Judgment of Acquittal

(a) Before Submission to the Jury.

After the government closes its evidence or after the close of all the evidence, the court on the defendant's motion must enter a judgment of acquittal of any offense for which the evidence is insufficient to sustain a conviction. The court may on its own consider whether the evidence is insufficient to sustain a conviction. If the court denies a motion for a judgment of acquittal at the close of the government's evidence, the defendant may offer evidence without having reserved the right to do so.

(b) Reserving Decision.

The court may reserve decision on the motion, proceed with the trial (where the motion is made before the close of all the evidence), submit the case to the jury, and decide the motion either before the jury returns a verdict or after it returns a verdict of guilty or is discharged without having returned a verdict. If the court reserves decision, it must decide the motion on the basis of the evidence at the time the ruling was reserved.

Relevance to Questions Presented: Defense counsel made a general Rule 29 motion as to all elements on all counts at J.A. 0895, Transcript Page 780, continuing through J.A. 0899-0901. This motion preserved all issues including the venue challenge on Count 11 (Question III) and the wire identification challenge (Question II) for appellate and Supreme Court review.

Fed. R. Crim. P. 52(b) — Plain Error

A plain error that affects substantial rights may be considered even though it was not brought to the court's attention.

Relevance to Questions Presented: Rule 52(b) plain error review governs Question I — Deceive AND Cheat, where the instructional error was not objected to at trial, and Question IV — Admission of Confidential Settlement Communication, where the CDP admission is reviewed under the four-prong Olano standard. Under United States v. Olano, 507 U.S. 725 (1993), plain error requires: (1) error; (2) that is plain; (3) that affects substantial rights; and (4) that seriously affects the fairness, integrity, or public reputation of judicial proceedings.

FEDERAL RULES OF EVIDENCE

Fed. R. Evid. 403 — Excluding Relevant Evidence for Prejudice, Confusion, Waste of Time, or Other Reasons

The court may exclude relevant evidence if its probative value is substantially outweighed by a danger of one or more of the following: unfair prejudice, confusing the issues, misleading the jury, undue delay, wasting time, or needlessly presenting cumulative evidence.

> *Relevance to Questions Presented: Federal Rule of Evidence 403 is directly at issue in Question IV — Admission of Confidential Settlement Communication. The Confidential Draft Proposal was admitted at trial without Rule 403 balancing. The district court did not weigh the probative value of the settlement communication against the substantial danger of unfair prejudice arising from its use four times to establish criminal intent on Count 9. This failure of balancing, combined with Andrew v. White, 604 U.S. 86 (2025), renders the admission constitutionally defective.*

Fed. R. Evid. 408 — Compromise Offers and Negotiations

(a) Prohibited Uses.

Evidence of the following is not admissible — on behalf of any party — either to prove or disprove the validity or amount of a disputed claim or to impeach by a prior inconsistent statement or a contradiction:

(1) furnishing, promising, or offering — or accepting, promising to accept, or offering to accept — a valuable consideration in compromising or attempting to compromise the claim; and

(2) conduct or a statement made during compromise negotiations about the claim — except when offered in a criminal case and when the negotiations related to a claim by a public office in the exercise of its regulatory, investigative, or enforcement authority.

(b) Exceptions.

The court may admit this evidence for another purpose, such as proving a witness's bias or prejudice, negating a contention of undue delay, or proving an effort to obstruct a criminal investigation or prosecution.

Relevance to Questions Presented: Federal Rule of Evidence 408 is directly at issue in Question IV — Admission of Confidential Settlement Communication. The Confidential Draft Proposal constitutes a statement made during compromise negotiations. Its admission without Rule 403 balancing and without analysis of Rule 408's applicability — followed by four prosecutorial uses to establish criminal intent on Count 9 — renders the trial fundamentally unfair under Andrew v. White, 604 U.S. 86 (2025). The criminal case exception in Rule 408(a)(2) does not apply because the negotiations did not relate to a claim by a public office in the exercise of regulatory, investigative, or enforcement authority.

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