

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 21-60045-CR-RS

UNITED STATES OF AMERICA

v.

TERRENCE DESHUN WILLIAMS,

Defendant.

PRELIMINARY ORDER OF FORFEITURE

THIS MATTER is before the Court upon motion of the United States of America (the “United States”) for entry of a Preliminary Order of Forfeiture (“Motion”) against Defendant Terrence Deshun Williams (the “Defendant”). The Court has considered the Motion, is otherwise advised in the premises, and finds as follows:

On February 4, 2021, the United States filed an Indictment charging the Defendant with Bank Fraud in violation of 18 U.S.C. § 1344 and Money Laundering in violation of 18 U.S.C. § 1956(a)(1)(B)(i), among other counts. *See* Indictment, ECF No. 1. The Indictment included forfeiture allegations, which alleged that upon conviction of a violation of 18 U.S.C. § 1344 and 18 U.S.C. § 1956, the Defendant shall forfeit to the United States: (a) any property constituting, or derived from, proceeds obtained, directly or indirectly, as a result of the violation of 18 U.S.C. § 1344 and (b) any property, real or personal, involved the violation of 18 U.S.C. § 1956, and any property traceable to such property, all pursuant to 18 U.S.C. §§ 982(a)(1), 982(a)(2)(A), and 982(b)(1). *See id.* at 7.

On May 25, 2021, the Court accepted the Defendant’s guilty plea to Count 1 and 2 of the Indictment. *See* Minute Entry, ECF No. 22; Plea Agreement, ECF No. 25. As part of the guilty

plea, the Defendant agreed to the entry of a forfeiture money judgment in the amount of \$984,710.00 in U.S. currency. *See* Plea Agreement ¶ 8, ECF No. 25. Specifically, among other provisions in the Plea Agreement, the Defendant agreed to the following:

8. The defendant agrees, in an individual and any other capacity, to forfeit to the United States, voluntarily and immediately, any right, title, and interest to any property constituting, or derived from, proceeds obtained directly or indirectly, as a result of a violation of 18 U.S.C. § 1344, pursuant to 18 U.S.C. § 982(a)(2)(A) and the provisions of 21 U.S.C. § 853. The property subject to forfeiture includes, but is not limited to: a forfeiture money judgment in the sum of \$984,710.00 in United States currency, which sum represents the value of property that constitutes or is derived from proceeds the defendant obtained as the result of the commission of the offense. In addition, the defendant agrees to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p).

9. The defendant agrees, in an individual and any other capacity, to forfeit to the United States, voluntarily and immediately, any right, title, and interest to any property, real or personal, involved in the commission of the offense, in violation of 18 U.S.C. § 1956, or any property traceable to such property, pursuant to 18 U.S.C. § 982(a)(1)(A), and the provisions of 21 U.S.C. § 853. In addition, the defendant agrees to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p).

10. The defendant further agrees that forfeiture is independent of any assessment, fine, restitution, or penalty that may be imposed by the Court. The defendant knowingly and voluntarily agrees to waive all constitutional, legal, and equitable defenses to the forfeiture, including excessive fines under the Eighth Amendment to the United States Constitution. In addition, the defendant agrees to waive: any applicable time limits for administrative or judicial forfeiture proceeds, the requirements of Fed. Crim. P. 32.2 and 43(a), and any appeal of the forfeiture.

Plea Agreement ¶¶ 8, 9 & 10, ECF No. 25.

In support of the guilty plea, the Defendant executed a Factual Proffer, and the Court found that there was a factual basis to support the Defendant's conviction. *See* Factual Proffer, ECF No. 24; Minute Entry, ECF No. 22. The Factual Proffer also provided a basis for the forfeiture of property. *See* Factual Proffer, ECF No. 24.

According to the Defendant's Factual Proffer, the Defendant submitted a false and fraudulent Paycheck Protection Program ("PPP") loan application on behalf of his company

Williams Consulting LLC (“Williams Consulting”). *See* Factual Proffer 2-3. Despite the fact that Williams Consulting did not have any employees, the Defendant falsely stated in his application that the company had 67 employees and an average monthly payroll of \$393,884. *See* Factual Proffer 2. In support of his fraudulent application, the Defendant submitted five IRS forms that he had purportedly filed with the IRS. *See* Factual Proffer 2. The forms fraudulently asserted that Williams Consulting paid \$4,726,618.68 in total payments to all employees in 2019 and \$1,181,654.67 in wages, tips, and other compensation to employees in every quarter between the first quarter of 2019 and the first quarter of 2020. *See* Factual Proffer 2. Pursuant to the Defendant’s Factual Proffer, he agreed that the IRS forms were indeed fraudulent, and that Williams Consulting had not made any payments to employees during the relevant time period. *See* Factual Proffer 2.

The Defendant knew that his PPP loan application, and the supporting documentation, was false and fraudulent. *See* Factual Proffer 3. Nonetheless, Bank 1, a financial institution based in Salt Lake City, Utah, and insured by the Federal Deposit Insurance Corporation, approved the Defendant’s fraudulent PPP loan application. *See* Factual Proffer 3. On June 22, 2020, Bank 1 deposited into a bank account in the name of Williams Consulting and ending in 6304 at Bank 2 (“Account 6309”) the proceeds of the fraudulently obtained loan, which was \$984,710.00. *See* Factual Proffer 3.

The Defendant agreed that he knew the proceeds were unlawfully obtained and, once deposited, wire transferred portions of those proceeds to various bank accounts in his control including to a savings account in the Defendant’s name at Bank 3. *See* Factual Proffer 3. Further, the Defendant agreed that the facts set forth in the Factual Proffer were sufficient to prove Counts

1 and 2 of the Indictment. *See* Factual Proffer 4.

Accordingly, based on the foregoing, the evidence in the record, and for good cause shown, the Motion is **GRANTED**, and it is hereby **ORDERED** that:

1. Pursuant to 18 U.S.C. §§ 982(a)(1) and 982(a)(2)(A) and Rule 32.2 of the Federal Rules of Criminal Procedure, a forfeiture money judgment in the amount of \$984,710.00 in United States currency is hereby entered against the Defendant.

2. The United States is authorized to conduct any discovery that might be necessary to identify, locate, or dispose of forfeited property, and to resolve any third-party petition, pursuant to Rule 32.2(b)(3), (c)(1)(B) of the Federal Rules of Criminal Procedure and 21 U.S.C. § 853(m).

3. Pursuant to Rule 32.2(b)(4) of the Federal Rules of Criminal Procedure, this Order is final as to the Defendant.

4. The Court shall retain jurisdiction in this matter for the purpose of enforcing this Order, and pursuant to Rule 32.2(e)(1) of the Federal Rules of Criminal Procedure, shall amend this Order, or enter other orders as necessary, to forfeit additional specific property when identified.

DONE AND ORDERED in Fort Lauderdale, Florida, this 4th day of August 2021.



RODNEY SMITH
UNITED STATES DISTRICT JUDGE