

**STATE OF MARYLAND VS. OKEZIE GERARD CHIDUME,  
AKA GERARD CHIDUME, GERARD OKEZIE MEHNOBI  
IN THE CIRCUIT COURT FOR BALTIMORE COUNTY**

**INDICTMENT**

The Jurors of the State of Maryland, for the body of Baltimore County, do on their oath present that OKEZIE GERARD CHIDUME, AKA GERARD CHIDUME, GERARD OKEZIE MEHNOBI, on or about June 5, 2018, through and including October 13, 2019 in Baltimore County,

**INTRODUCTION AND BACKGROUND**

At all times relevant to this Indictment:

1. The Maryland Department of Public Safety and Correctional Services (DPSCS), is the state agency responsible for administering correctional facilities and pre-release centers in Maryland. The agency employs more than 11,000 individuals, including sworn correctional officers and fiscal personnel.

2. The DPSCS Financial Services Accounting – Payroll and Audit Unit is aligned under the Office of Secretary, located at 300 East Joppa Road, Towson, Maryland 2128, Suite 1000, in Baltimore County, Maryland.

3. DPSCS utilizes Time Clock Plus (“TCP”), an automated biometric time entry system, in conjunction with Workday, a human resources management program, to manage employee payroll and benefits data. Time Clock Plus biometrically identifies and validates users, records the in and out punches with the requisite worktags as required by Workday, synchronizes leave hours, and automatically transfers time data to Workday after requisite approvals.

4. Okezie Gerard Chidume aka Gerard Chidume, Gerard Okezie Mehnobi (“CHIDUME”) was employed by DPSCS as a sworn Correctional Officer II, a position that constitutes a public officer under Maryland law.

5. As a Correctional Officer, CHIDUME was required to clock in and out of Time Clock Plus at the beginning and again at the conclusion of each shift, to document the hours he worked. In the event that there were any discrepancies between the hours he worked and the hours documented at the end of a pay period, CHIDUME was required to bring the discrepancy to the attention of his assigned timekeeper.

6. Shantil Chetta Carter (“CARTER”) was employed as a Fiscal Technician I in the DPSCS Finance Service Accounting, Payroll and Audit Unit in Baltimore County, Maryland. CARTER is a State of Maryland employee.

7. As a Fiscal Technician I, CARTER was responsible for pulling information from Time Clock Plus into Workday and ensuring that the two systems matched. CARTER also recorded adjustments/exceptions in the Workday System and investigated and responded to supervisor inquiries regarding payroll issues and discrepancies. CARTER had the ability to access the payroll system and change the documented hours that a correctional officer worked. However, CARTER was not permitted to change documented hours without consultation and documentation from an employee’s supervisor.

8. From on or about June 5, 2018, through and including October 13, 2019, CHIDUME and CARTER engaged in a scheme whereby CARTER would alter CHIDUME’s timecard to add hours that he did not work, resulting in CHIDUME being paid money he did not earn. In return, CHIDUME would make payments to CARTER.

9. Throughout the course of the scheme, CARTER altered CHIDUME's timecard on approximately twenty-six (26) occasions, adding in total more than one thousand (1,000) hours that CHIDUME did not work, resulting in CHIDUME being paid approximately \$33,858.80 for work he did not perform. In exchange, CHIDUME made payments totaling approximately \$4,910 to CARTER.

10. The alterations to the timecards resulting in the overpayments to CHIDUME occurred at the DPSCS Finance Service Accounting, Payroll and Audit Unit, located in Baltimore County, Maryland.

**COUNT ONE**

**THEFT SCHEME: \$25,000 TO UNDER \$100,000**

OKEZIE GERARD CHIDUME, did, between the dates of on or about June 5, 2018, through and including on or about October 13, 2019, pursuant to one scheme and continuing course of conduct, steal payroll funds of the State of Maryland having a value of \$33,858.80, at least \$25,000 but less than \$100,000, by knowingly, willfully, and intentionally receiving payment for work he did not perform, in violation of CR § 7-104 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR §7-104  
Penalty 10 years and/or \$15,000  
CJIS Code 1-1139*

**COUNT TWO**

**CONSPIRACY TO COMMIT THEFT**

OKEZIE GERARD CHIDUME, did, between the dates of on or about June 5, 2018, through and including on or about October 13, 2019, conspire with SHANTIL CHETTA

CARTER to, pursuant to one scheme and continuing course of conduct, steal payroll funds of the State of Maryland having a value of \$33,858.80, at least \$25,000 but less than \$100,000, by knowingly, willfully, and intentionally falsely inflating CHIDUME's timecards, resulting in CHIDUME being paid for work he did not perform, in violation of the common law and against the peace, government, and dignity of the State.

*Common Law  
Penalty 10 years and/or \$15,000  
CJIS Code 1C-1139*

**OVERT ACTS IN FURTHERANCE OF THE  
CONSPIRACY TO COMMIT THEFT**

**Pay period beginning May 23, 2018 and ending on June 5, 2018**

1. On May 16, 2018, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Hey, didn't wanna say it over the phone but I will fix it so you can get the hours due to you but I will call HR about that IWIF stuff...buy the way this is Carter from payroll*

Chidume: *Oh ok...thanks a lot sweetie*

Chidume: *What's your first name*

Chidume: *I owe you*

Carter: *Shantil...*

Chidume: *Sweet...You can call me Gerard*

2. On May 20, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *On my way to work*

Carter: *Wowww ok baby get that OT so we can take that special trip lol*

Chidume: *Lol...indeed*

3. On May 25, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *Just woke up. Thought I speak with you before I go in to work*

Carter: *U will ima call u in a few...u work at 11 right?*

Chidume: *No...3:00 to 7 am. Working a double*

Carter: *WTH (emojis) WELL CALL ME ONCE U GET YOURSELF TOGETHER WHILE ON YOUR WAY...*

Chidume: *👉. Yea...lol. Remember I got be able to pay for that vacation you want so much*

4. On June 5, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *Am gonna call later at noon...cool?*

Carter: *Yes that's perfect 👉*

5. On June 5, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work for the pay period beginning on May 23, 2018 and ending on June 5, 2018.

6. For the pay period beginning on May 23, 2018 and ending on June 5, 2018, CHIDUME received an overpayment in the amount of \$1,001.91 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on June 6, 2018 and ending on June 19, 2019**

7. On June 9, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *8 hours OT for today?*

8. On or about June 10, 2018, CHIDUME paid CARTER \$100.00 via check.

9. On June 11, 2018, CHIDUME and CARTER engaged in the following text exchange:



Carter: *I hope not, that's y I made sure u got extra so I could include the 350 u gave me...are u ok foreal*

Chidume: *I need some but I wouldn't ask you directly...*

Chidume: *And thank you very, very, very, very much for looking...You have no idea how appreciative I am for all you have...*

16. On July 3, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *Ok...look out for poor old me please...I know always do anyways.*

Carter: *As long as you do as I'm asking you it will work*

Carter: *Meaning your time etc*

17. On July 4, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on June 20, 2018 and ending on July 3, 2018.

18. For the pay period beginning on June 20, 2018 and ending on July 3, 2018, CHIDUME received an overpayment in the amount of \$1,333.18 for hours he did not work and was not otherwise entitled to receive.

#### **Pay period beginning on July 4, 2018 and ending on July 17, 2018**

19. On July 8, 2018, CARTER texted CHIDUME:

Carter: *Just wanted to apologize to you for being perturbed with you. When I asked you about the cash app thingy it's always you analyzing EVERYTHING PERIOD, sometimes in life we need to take a step back and see things in others eyes then make decisions especially if it's someone special in your life, regardless of what I say to you it's always a reasons from you to do things your way or another way, and trust me I trust your views and I appreciate them but sometimes you have to learn to trust mines too. Now everything u ever gave me I gave back plus extras so of course I no u have helped me but I needed something now and sometimes there will be needing things now not later even from u, I will give/help you the same period without questions etc because that's what I do for folks I care about. U can write me 1000's of checks but that's not giving me money now, those have to be deposited and that takes time, u never carry cash so it's my lost*

*if I need it from you right away. Please accept my apologies as I will never ask you again for no "emergency" money...*

20. On July 18, 2018, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Hey...if possible can you give me some money that will last until payday...*

Chidume: *A white envelope ontop my mailbox addressed to you. Not sure, it will last that long but it's my all...*

Carter: *Ha? U didn't have to give me your all, I feel bad now I fee like I don't want to take it...*

Chidume: *B---- Oh hush and take it...*

21. On July 18, 2018 CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on July 4, 2018 and ending on July 17, 2018.

22. For the pay period beginning on July 4, 2018 and ending on July 17, 2018, CHIDUME received an overpayment in the amount of \$932.22 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on July 18, 2018 and ending on July 31, 2018**

23. On August 1, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on July 18, 2018 and ending on July 31, 2018.

24. For the pay period beginning on July 18, 2018 and ending on July 31, 2018, CHIDUME received an overpayment in the amount of \$989.08 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on August 15, 2018 and ending on August 28, 2018**

25. On August 3, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *18 hours overtime for me?*

Carter: *When*

Chidume: *Extra from last time*

26. On August 4, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *I love you very deeply..if I didn't, I won't be doing this right now...and no am not with you for money and payroll... I was racking up OT before I met you..and my family is quite well to do*

Carter: *I never said u needed me for money read the text right! I said I'm your payroll person!*

27. On August 16, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *So please can you lift me up to max 🧑🏿?*

Chidume: *59?*

Carter: *I can't it's gone you shoulda been asked, I didn't think u wanted any OT cause u normally would ask*

Chidume: *I didn't, because you said you was already on top of it.*

Carter: *Nope I am and I will be on top of your ot only if you ask me to handle it, I told you that from the beginning*

Chidume: *But you usually look at mine even without me asking..I understand if you're pissed..thanks a million or the past though*

Carter: *Y would I be pissed...for what, I have no reason to be*

Chidume: *Ok..Can you put the 59 on for the next check then?*

Carter: *Yup I will just remind me*

28. On August 16, 2018, later that same day, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *My check is gonna be really f--ked up.*

Carter: *Oh well that's not my fault..and in my opinion if you stop worry about other bullshit and concentrate on getting your money*

Chidume: *Yes..it is somewhat..you were supposed to be on top of it without me asking*

Carter: *Not being smart but Naaaa im not going to do anything ur money unless u ask me too*

Chidume: *From now on, you got my approval to do anything without asking me*

Carter: *Don't take this the wrong way but maybe if you treated me a little better than possibly I would feel I could take the lead on making sure you are good...the ONLY thing u ask me if I'm good on is gas in my car, I only get from you if I ask for it...*

Carter: *And it's not a "do for me and I do for you thing" it's just sometimes it's nice to receive without asking, that's all*

Carter: *Don't get mad just understand what I'm saying please*

Chidume: *Mmmm..*

Chidume: *So you cost me all this cheddar because of that?*

Carter: *Wait I'm just seeing this...how the hell did I cost you any money, you are so cheap with everything this is how I no we could never make it as husband and wife...Anything you have ever gave me I've given back except for 20 and some gas in my car...If you brought me something that was because it's a birthday present. The message I sent you evidently you don't understand nothing I said for you to send a message back as such.*

Chidume: *Lol...confused? Yes, we can make it as husband and wife... You cost me money has to with my upcoming paycheck being screwed up, and not because of the money I spend of you..I don't mind spending on you, as my girl, that's what am supposed to do. That being said, You like saying that but am not cheap. I am reasonable.. You spend a a lot..*

29. On August 19, 2018, CHIDUME texted CARTER:

Chidume: *GM when are you coming to get your stuff?*

30. On August 20, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on August 1, 2018 and ending on August 14, 2018.

Although the hours were added on August 20, 2018, they were not submitted until August 27, 2018, after the pay period had closed, causing those additional hours to be credited to the pay period ending on August 28, 2018.

31. On August 27, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *Hey, am outside at your job...*

Chidume: *Downstairs*

Chidume: *Can you come down?*

Carter: *We're are you*

Carter: *Your visit really made my day, thank you I needed that closeness from you...I LOVE YOU*

Chidume: *Aww Www...you're Welcome. 😊😊your face, hugging, 🍷, and watching you smile..thanks a million..*

*I ❤️ YOU MORE*

Carter: *AND OMG I LOVEEEE THE PERFUME AND THE TRUMP TOILET PAPER MY MOM IS GOING TO LOVE IT*

32. On August 27, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on August 1, 2018 and ending on August 14, 2018. Although the hours were added on August 20, 2018, they were not submitted until August 27, 2018, after the pay period had closed, causing those additional hours to be credited to the pay period ending on August 28, 2018.

33. On August 29, 2018, CARTER again altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on August 15, 2018 and ending on August 28, 2018.

34. For the pay period beginning on August 15, 2018 and ending on August 28, 2018, CHIDUME received an overpayment in the amount of \$2,573.41 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on August 29, 2018 and ending on September 11, 2018**

35. On September 4, 2018, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Ima make arrangements to pay my phone bill our next pay off of you giving me some of the money as well that's y I asked*

Carter: *No response?*

Chidume: *I responded*

Chidume: *I said sure*

Carter: *Ok thanks*

Chidume: *But it got be hefty*

Carter: *I'm not doing this with you via your demands first what do u mean hefty*

Chidume: *59hrs at least. Just asking nicely*

36. On September 12, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on August 29, 2018 and ending on September 11, 2018.

37. For the pay period beginning on August 29, 2018 and ending on September 11, 2018, CHIDUME received an overpayment in the amount of \$539.93 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on September 12, 2018 and ending on September 25, 2018**

38. On September 26, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work for the pay period beginning on September 12, 2018 and ending on September 25, 2018.

39. For the pay period beginning on September 12, 2018 and ending on September 25, 2018, CHIDUME received an overpayment in the amount of \$1,319.68 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on October 10, 2018 and ending on October 23, 2018**

40. On September 30, 2018, CARTER texted CHIDUME:

Carter: *Thank you again for the money*

41. On October 7, 2018, CARTER texted CHIDUME:

Carter: *Nevertheless, I just had a thought that if you can get me that other 400 and when I give you the 64 hours to make 80 then that will be an extra 1400 so you can pocket the 400 so you will come out still getting money too...*

42. On October 10, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on September 26, 2018 and ending on October 9, 2018. Although the hours were added on October 10, 2018, they were submitted after the pay period had closed, causing those additional hours to be credited to the pay period ending on October 23, 2018.

43. On October 10, 2018, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Hey...debt done lol..you only had 15 I added 32....sad case this time cause your ass ain't worked it*

Chidume: *Thanks..but can you do 60+ please?*  
Carter: *I will see if I can get back in*  
Chidume: *YOk...thanks*  
Carter: *Hard...off to much...now 56 that's it*  
Chidume: *Add more later?*  
Carter: *Yup whenever your behind wanna stop playing with your money*

44. On October 23, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on October 10, 2018 and ending on October 23, 2018.

45. For the pay period beginning on October 10, 2018 and ending on October 23, 2018, CHIDUME received an overpayment in the amount of \$2,782.32 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on October 24, 2018 and ending on November 6, 2018**

46. On November 6, 2018, CARTER texted CHIDUME:

Carter: *Woww you too, and funny you couldn't even tell me what you wanted and I no it's some ot, just as I've looked out for your and you've helped me, it's fine I will look at it, as much as I try I truly can't with you*

47. On November 7, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on October 24, 2018 and ending on November 06, 2018.

48. For the pay period beginning on October 24, 2018 and ending on November 6, 2018, CHIDUME received an overpayment in the amount of \$1015.40 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on November 7, 2018 and ending on November 20, 2018**

49. On November 15, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *Can you please look at my time?*

Carter: *What do u need it to be*

Chidume: *80+ OT*

50. On November 15, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on November 7, 2018 and ending on November 20, 2018.

51. On November 20, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on November 7, 2018 and ending on November 20, 2018

52. For the pay period beginning on November 7, 2018 and ending on November 20, 2018, CHIDUME received an overpayment in the amount of \$867.80 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on November 21, 2018 and ending on December 4, 2018**

53. On November 25, 2018, CARTER texted CHIDUME:

Carter: *Trying to put some finances together so I'm just making sure u still gonna look out for me while I'm looking out for your, no it's not about the hook up that I do for your but it's gotta be about it now cause we both need it...I need some money put into my account on payday, let me no or maybe I can get my son to pick up a check...we will work it out*

54. On November 28, 2018 CHIDUME paid CARTER \$350.00 via check.

55. On November 28, 2018, CHIDUME and CARTER engaged in the following pertinent communication via text message:

Carter: *Soooo are u making that trip or what*

Chidume: *What trip?*

Carter: *To the bank*

Chidume: *Did you check your account???*

Carter: *No*

Chidume: *Seriously??*

Cater: *Thank you..*

Chidume: *No*

Chidume: *Thank you*

56. On November 29, 2018, CHIDUME and CARTER engaged in the following pertinent communication via text message:

Chidume: *So you got me on that 88 to 90 hours? [emojis]*

Carter: *Really*

Chidume: *Did I say something wrong?*

Carter: *Ok so how much money am I getting*

57. On December 4, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on November 21, 2018 and ending on December 4, 2018.

58. On December 5, 2018, CARTER altered CHIDUME'S timecard, adding hours CHIDUME did not work to the pay period beginning on November 21, 2018 and ending on December 4, 2018.

59. For the pay period beginning on November 21, 2018 and ending on December 4, 2018, CHIDUME received an overpayment in the amount of \$2,855.57 for hours he did not work was not otherwise entitled to receive.

**Pay period beginning on December 5, 2018 and ending on December 18, 2018**

60. On December 10, 2018, CHIDUME and CARTER engaged in the following text exchange:

Carter: *And I asked you last week if I make sure you get all those hours can u pay my bill you said yes now u acting like u got a problem with it..but ok I see what u doing*

Chidume: *Not acting anyway. Just confirming what you said by stating that it's business as usual.*

61. On or about December 13, 2018, CHIDUME paid CARTER \$300.00 via check.

62. On December 13, 2018, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Hey, if you deposited that 300 in my account I needed 390.00 and that's what I told you and that's y I made sure you had all that extra time*

Carter: *I also told you that I wanted to do it a couple of more times to get caught up on something until Sarah comes back probably in Feb or March*

Chidume: *Send me a text where you specifically said \$390. If you had callllllled back this morning maybe we could have talked. You said you needed it tomorrow for a bill. So I waited and waited and waited and waited for you to call me with the figure...you. You..you didn't.*

Chidume: *So fearing that I might be drafted tomorrow and you not being able to pay the bill on Friday. I out of frustration decided to go put in that amount after waiting for your return call that never came through*

63. On December 18, 2018, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on December 5, 2018 and ending on December 18, 2018.

64. For the pay period beginning on December 5, 2018 and ending on December 18, 2018, CHIDUME received an overpayment in the amount of \$1,859.26 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on December 19, 2018 and ending on December 31, 2018**

65. On December 24, 2018, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Please don't forget about the 400 that's what I wanted to say but I have something to tell you*

Chidume: *Yeah yeah*

Chidume: *Can't do it this time*

Carter: *Ok cool when I get back to work ima take all back that I gave you extra to make the over 80hrs of ot...thanks again*

Carter: *Remember I did that to help us both and u agreed so now I'm done! U shorted me last pay with the 90 now this time none ok*

Carter: *I got you over an extra 1000 and I can't get 400 wowww what a stab in the back*

66. On December 27, 2018, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *Please I am trying to pay a \$10,000 bill. So can I at least get a 90?*

Carter: *Soooo I'm trying to pay off a bill as well that's y I said to you in the beginning that we need to do this for 3-4 pay periods*

67. On or about December 27, 2018, CHIDUME paid CARTER \$400.00 via check.

68. On January 2, 2019, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Hey do u have any extra to help me out with...not being smart but yes or no meaning you don't have to tell me a story or keep chastising me for my mistakes as you do, but next pay it won't be like this I just want to take care of my phone as well that's is scheduled to be off tomorrow and u no what I really don't care at all but ima try so if not no worries at all...*

Chidume:  *I TRULY, truly, deeply very very sorry sunshine but I D🙄n't my dear. I feel bad.*

Carter: *Ok but you do have the 4 or 5*

Chidume: 

Carter: *Which one*

Chidume: *4*

Carter: *Ok*

69. On January 2, 2019, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on December 19, 2018 and ending on December 31, 2018.

70. On or about January 10, 2019, CHIDUME paid CARTER via check in the amount of \$400.00.

71. For the pay period beginning on December 19, 2018 and ending on December 31, 2018, CHIDUME received an overpayment in the amount of \$1,605.34 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on January 2, 2019 and ending on January 15, 2019**

72. On January 15, 2019, CARTER altered CHIDUME's timecard, adding hours to CHIDUME did not work to the pay period beginning on January 2, 2019 and ending on January 15, 2019.

73. For the pay period beginning on January 2, 2019 and ending on January 15, 2019, CHIDUME received an overpayment in the amount of \$2,245.37 for hours he did not work and for which he otherwise was not entitled to receive.

**Pay period beginning on January 16, 2019 and ending January 29, 2019**

74. On January 23, 2019, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Hey...I don't want to wake up up just letting u no I'm scheduling this payment to come out of my account tomorrow at 10*

Chidume: *Why would you schedule it to come out that early? What's wrong with the usual timeframe?*

Carter: *U normally deposit into my account early on Thursday that's y I did that*

75. On or about January 24, 2019, CHIDUME paid CARTER \$400 via check.

76. On January 30, 2019, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Heyyy...soooo if I do it this time can u give me the 5 so I can be done with my bill, u only have 40hrs ot so ima add some more*

77. On January 30, 2019, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on January 16, 2019 and ending on January 29, 2019.

78. For the pay period beginning on January 16, 2019 and ending on January 29, 2019, CHIDUME received an overpayment in the amount of \$1,893.61 for hours he did not work and was not otherwise entitled to receive.

#### **Pay Period beginning January 30, 2019 and ending on February 12, 2019**

79. On February 5, 2019, CHIDUME and CARTER engaged in the following text exchange:

Carter: *I see you really made out on your pay this period...ain't been that much in a while, I only checked cause a couple of people asked me to check there's so I did yours as well...lol( not you )but folks be funny when asking for things but yet can't help when we ask them for help...*

Chidume: *Actually, I didn't sweetie..lol. Could you fix the sick days for me pleaseeeee?*

Carter: *Wait...yes u did I looked back and u ain't made 5 grand since oct of last year...it's sad that u won't be grateful for receiving money you ain't even work for, I should be asking for more than 500...*

Carter: *It's not like I can buy me a pair of shoes I gotta pay bills*

Chidume: *W@w! Oh ok. Sorry I asked at all*

80. On or about February 8, 2019, CHIDUME paid CARTER \$500.00 via check.

81. On February 13, 2019, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on January 30, 2019 and ending on February 12, 2019.

82. For the pay period beginning on January 30, 2019 and ending on February 12, 2019, CHIDUME received an overpayment in the amount of \$1,167.60 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on February 13, 2019 and ending on February 26, 2019**

83. On February 22, 2019, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Hello...what time are you gonna make the deposit, you no I have that bill coming directly out of my account*

Carter: *Lol they calling my phone now...I hate disturbing your sleep, and your check did go into your new account*

Carter: *The mgr name is Mr Royal 410-358-8221, just tell him you are paying the bill for me, he will be there until 7*

Carter: *I will bulk up OT as much as I can this pay*

Chidume: *Do what u can no stresses*

84. On February 24, 2019, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Are you gonna put that money in my account or do I have to come get it*

Chidume: *That's okay, you don't need to. I will make the deposit*

Carter: *Good*

85. On or about February 25, 2019, CHIDUME paid CARTER \$240.00 via personal money order.

86. On February 27, 2019, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Greetings Mr O...do you want me to fix this ugly time crap of yours? Yes or no please thank you*

Chidume: *Greetings MS SL. Of course I would want you to fix that ugly time crap..please remember the extra time from the previous one.*

87. On February 27, 2019, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on February 13, 2019 and ending on February 26, 2019.

88. For the pay period beginning on February 13, 2019 and ending on February 26, 2019, CHIDUME received an overpayment in the amount of \$1,929.04 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on February 27, 2019 and ending on March 12, 2019**

89. On or about March 5, 2019, CHIDUME paid CARTER \$400.00 via check.

90. On March 10, 2019, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *So far I haven't given \$4800 on my end since October ending. I thought you said you required \$3000+ to pay off the bad car loan that was in your name?*

Chidume: *A little over 3000?*

Carter: *Ok sooo none of my business matters, so what are u really saying, but I will say there is no way I'm giving you 60+ hours and get nothing in return, it's not like you voluntarily give me bill money every pay like we are partners, so geeze what are you tripping about now, I actually add it every pay myself and I only ask for what I give you not what you actually work for...so now u bitching about free money ARE U SERIOUS REALLY SWEETHEART*

91. On March 11, 2019, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Excuse you...what the hell are you talking about! Look back at these texts, you started this shit with a random text about money that's none of your business as to what I spend it on, again...u acting like I gotta kiss your ass or that I'm begging you for money, let's not forget that this all started after we fucked you asked me to hook you up then it went from there...so u make the decision not me*

Carter: *Y ate you acting like U are doing me a favor and this started off as you asking for my assistance!*

92. On March 13, 2019, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on February 27, 2019 and ending on March 12, 2019.

93. For the pay period beginning on February 27, 2019 and ending on March 12, 2019, CHIDUME received an overpayment in the amount of \$1,471.54 for hours he did not work was not otherwise entitled to receive.

**Pay period beginning on July 31, 2019 an ending on August 13, 2019**

94. On March 22, 2019, CARTER texted CHIDUME:

Carter: *Gm...can u please make the deposit today, I truly hate asking you to do it, I feel like I'm begging you for something we already agreed on...and also we need to talk because Sarah is back and I need to no what you wanna do, I need to no exactly what u wanted regarding your sick and specifically the OT from this period on...*

95. On or about March 22, 2019, CHIDUME paid CARTER \$400.00 via check.

96. On March 27, 2019, CHIDUME and CARTER engaged in the following text exchange:

Carter: *I didn't touch your stuff, I no you are tiered of sharing with me...it's cool just keep in mind I never asked you to share something that you worked for..*

Chidume: *Lol... I don't get you sometimes. You scratched me and l scratched you. I never complained.*

Carter: *Never said u complained...stop running with stuff*

97. On August 3, 2019, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *Goooooooood morning gggggg*

Chidume: *Please, Any OT at all this pay?*

Carter: *What's your w# again*

Carter: *How can I put ot on a check that's already in process*

Chidume: *I know, I meant from late reliefs and so on.1078417*

Carter: *You will be getting 3941.00 this pay*

Chidume: *Grrrrrh!*

Carter: *U need to also get that restriction lifted*

Chidume: *Thanks a whoooooole lot the help.*

Chidume: *Should see what it will after taxes. I will. You best believe that*

Carter: *I don't no about that u can see your stub on Monday...this is what you have to go thru when u get on the job injures so*

Chidume: *😞😞😞😞 I know, I feel like slapping myself.*

Carter: *So u giving me some nail money lol*

98. On or about August 8, 2019, CHIDUME paid CARTER \$120.00 via check.

99. On August 14, 2019, CHIDUME and CARTER engaged in the following text exchange:

Carter: *Gm...I am getting myself together I will call you when I get in my car I didn't forget your time it's not too late lol*

Chidume: *Lol..no comments at this time.*

100. On August 15, 2019, CARTER texted CHIDUME:

Carter: *I told you they are watching us so I was willing to do some but u gotta do some too*

101. On August 15, 2019, CARTER altered CHIDUME's timecard, adding hours CHIDUME did not work to the pay period beginning on July 31, 2019 and ending on August 13, 2019.

102. For the pay period beginning on July 31, 2019 an ending on August 13, 2019, CHIDUME received an overpayment in the amount of \$2,041.70 for hours he did not work and was not otherwise entitled to receive.

**Pay period beginning on September 11, 2019 and ending on September 24, 2019**

103. On or about August 26, 2019, CHIDUME paid CARTER \$250.00 via check.

104. On August 29, 2019, CHIDUME and CARTER engaged in the following pertinent communication via text message:

Chidume: *Wow! I'm amazed. Then again nothing surprises me anymore which explains why I am. Almost 4 later and still no acknowledgement or word after the deposit? . I called, even sent you gift on your birthday. Mine came and went yesterday and you didn't even sneeze my way. It's all good.*

Carter: *Wowww...I totally apologize that definitely was not done on purpose. And then u reminding me of the deposit, we did discuss that and I thanked you. I will return that favor to you as soon as I get paid.....HAPPY BIRTHDAY!*

105. On September 2, 2019, CHIDUME and CARTER engaged in the following text exchange:

Chidume: *Thought you said you would return the favor.*

Carter: *Thought you said you would return the favor. ...I also gave you some hours so please don't start this stuff with me...look at what you had vs what I added, so nevertheless*

Chidume: *And I returned the favor*

Carter: *Ok I gave you and you gave me so you don't owe me and I don't owe you so what's the dam problem now...*

Chidume: *Thought we had a deal in the works...what happened?*

106. On September 11, 2019, CHIDUME texted CARTER:

Chidume: *Good morning sunshine.*

Chidume: *Am still here*

107. On September 12, 2019, CARTER altered CHIDUME's timecard, adding hours to the pay period beginning on August 28, 2019 and ending on September 10, 2019. Although altered September 12, 2019, CARTER did not enter the additional hours before the payroll period ended, causing the additional hours to be credited on to the pay period ending on September 24, 2019.

108. For the pay period beginning on September 11, 2019 and ending on September 24, 2019, CHIDUME received an overpayment in the amount of \$2,465.95 for hours he did not work and was not otherwise entitled to receive.

109. On or around October 3, 2019, CHIDUME paid CARTER \$300.00 via check.

110. On October 6, 2019, CHIDUME texted CARTER:

Chidume: *Well I can assist next ✓, if you hook me up.*

### **COUNT THREE**

#### **BRIBERY**

On or about June 10, 2018, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$100 via check number 933 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*

*Maximum Penalty: \$25,000 and/or 12 years*

*CJIS 1-1678*

### **COUNT FOUR**

#### **BRIBERY**

On or about November 28, 2018, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$350 via check number 1113 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for

hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*  
*Maximum Penalty: \$25,000 and/or 12 years*  
*CJIS 1-1678*

### **COUNT FIVE**

#### **BRIBERY**

On or about December 13, 2018, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$300 via check number 1119 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*  
*Maximum Penalty: \$25,000 and/or 12 years*  
*CJIS 1-1678*

### **COUNT SIX**

#### **BRIBERY**

On or about December 27, 2018, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$400 via check number 1085 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for

hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*  
*Maximum Penalty: \$25,000 and/or 12 years*  
*CJIS 1-1678*

### **COUNT SEVEN**

#### **BRIBERY**

On or about January 10, 2019, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$400 via check number 1121 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*  
*Maximum Penalty: \$25,000 and/or 12 years*  
*CJIS 1-1678*

### **COUNT EIGHT**

#### **BRIBERY**

On or about January 24, 2019, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$400 via check number 1122 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for

hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*  
*Maximum Penalty: \$25,000 and/or 12 years*  
*CJIS 1-1678*

**COUNT NINE**

**BRIBERY**

On or about February 8, 2019, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$500 via check number 1125 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*  
*Maximum Penalty: \$25,000 and/or 12 years*  
*CJIS 1-1678*

**COUNT TEN**

**BRIBERY**

On or about February 25, 2019, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$240 via personal money order number 501995193-3 for CARTER to falsely inflate CHIDUME's timecard so that he would

receive payroll payments for hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*  
*Maximum Penalty: \$25,000 and/or 12 years*  
*CJIS 1-1678*

**COUNT ELEVEN**

**BRIBERY**

On or about March 5, 2019, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$400 via check number 1075 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*  
*Maximum Penalty: \$25,000 and/or 12 years*  
*CJIS 1-1678*

**COUNT TWELVE**

**BRIBERY**

On or about March 22, 2019, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$400 via check number 1078 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for

hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*  
*Maximum Penalty: \$25,000 and/or 12 years*  
*CJIS 1-1678*

**COUNT THIRTEEN**

**BRIBERY**

On or about August 8, 2019, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$120 via check number 1017 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*  
*Maximum Penalty: \$25,000 and/or 12 years*  
*CJIS 1-1678*

**COUNT FOURTEEN**

**BRIBERY**

On or about August 26, 2019, OKEZIE GERARD CHIDUME did bribe SHANTIL CHETTA CARTER for the purpose of influencing her in her capacity as a Fiscal Technician I employed by the State of Maryland, to wit: did pay CARTER \$250 via check number 1022 for CARTER to falsely inflate CHIDUME's timecard so that he would receive payroll payments for

hours he did not work, in violation of CR § 9-201 of the Annotated Code of Maryland and against the peace, government, and dignity of the State.

*CR 9-201(b)*

*Maximum Penalty: \$25,000 and/or 12 years*

*CJIS 1-1678*

### **COUNT FIFTEEN**

#### **MISCONDUCT IN OFFICE**

From on or about June 5, 2018, through and including on or about October 13, 2019, at Baltimore County, Maryland, OKEZIE GERARD CHIDUME, in violation and perversion of his duties as a sworn correctional officer, did corruptly commit misconduct in office by knowingly, willfully and intentionally, under color of his office, falsely inflating his timecard to receive payroll payments for hours he did not work and was not otherwise entitled to receive, in violation of the common law and against the peace, government and dignity of the State.

*Common Law*

*Penalty: Anything not cruel and unusual*

*CJIS Code 2-0645*

THE GRAND JURY further avers and alleges that the offenses charged hereinabove were against the peace, government, and dignity of the State.

By: CHARLTON T. HOWARD III  
STATE PROSECUTOR

/S/ Lindsay E. Bird

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