

Shantil Carter - Statement of Facts: See Below

Statement of Facts

The State and the Defendant understand, agree, and stipulate to the following Statement of Facts, which the State would prove beyond a reasonable doubt had this case proceeded to trial:

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. DPSCS utilizes Time Clock Plus, an automated biometric time entry system, in conjunction with Workday, a human resources management program, to manage employee payroll and benefits data. Correctional Officers are required to use their fingerprints to clock in and out of Time Clock Plus at the beginning and again at the conclusion of each shift, to document the hours they have worked. The data from Time Clock Plus is then migrated to Workday, where it is used to process payroll.

Shantil Chetta Carter (“CARTER”) was employed as a Fiscal Technician I in the DPSCS Finance Service Accounting, Payroll and Audit Unit located at 300 E. Joppa Road, Towson, Baltimore County, Maryland. CARTER was a State of Maryland employee. 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.

Okezie Gerard Chidume aka Gerard Chidume aka Gerard Okezie Mehnobi ("CHIDUME") was employed by DPSCS as sworn Correctional Officer II.

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.

The following are non-inclusive examples of exchanges between CARTER and CHIDUME in furtherance of the theft scheme and bribery:

Example 1:

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.*

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

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*

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.

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.

Example 2:

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 wowwww what a stab in the back*

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*

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

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*

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.

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

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.

Example 3:

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*

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

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.

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.

Example 4:

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

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*

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.

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.

Throughout the course of the scheme, CARTER altered CHIDUME's timecard on approximately one hundred and sixty three (163) 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.

If called to testify, the witnesses would identify defendant CARTER as the individual who engaged in this scheme. The alterations to the timecards resulting in the overpayments to CHIDUME occurred in Baltimore County, Maryland.