

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**UNITED STATES OF AMERICA** : **CRIMINAL NO. 18-**  
**v.** : **DATE FILED: November , 2018**  
**JOHN KELVIN CONNER** : **VIOLATIONS:**  
: **18 U.S.C. § 1343 (wire fraud - 19 counts)**  
: **18 U.S.C. § 1001 (false statement – 1**  
: **count)**  
: **Notice of forfeiture**

**INDICTMENT**

**COUNT ONE**

**THE GRAND JURY CHARGES THAT:**

At all times material to the indictment:

1. “S.F.,” a woman known to the grand jury, lived in Philadelphia, in the Eastern District of Pennsylvania.
2. Defendant JOHN KELVIN CONNER was an attorney licensed to practice law in the Commonwealth of Pennsylvania.
3. Parx Casino (“Parx”) was a casino located at 2999 Street Road, Bensalem, Pennsylvania.
4. SugarHouse Casino (“SugarHouse”) was a casino located at 1001 N. Delaware Avenue, Philadelphia, Pennsylvania.
5. The Borgata Hotel Casino and Spa (the “Borgata”) was a casino and hotel located at 1 Borgata Way, Atlantic City, New Jersey.

6. Tropicana Atlantic City (“Tropicana”) was a casino and hotel located at 2831 Boardwalk, Atlantic City, New Jersey.

7. Wells Fargo Bank, N.A. (“Wells Fargo”) was a financial institution with branch locations in the Eastern District of Pennsylvania. Wells Fargo provided banking customers with Automated Teller Machine (“ATM”) cards, which enabled the customers to make transactions on their accounts, such as cash withdrawals, deposits, balance inquiries, and monetary transfers, from locations outside of branches.

8. Wells Fargo had three main computer servers, which were located in Arizona, Minnesota, and North Carolina. Any time a Wells Fargo customer used an ATM card to make a transaction, data was transmitted from the location where the ATM card was used to one of those computer servers in order to reconcile the customer’s account.

9. In March 2016, S.F. was 85 years old and in poor health. Although S.F. lived at home, she required the assistance of multiple caregivers, including one woman who eventually moved into S.F.’s residence. S.F.’s only source of income was a monthly pension, and she was having difficulty paying for all her monthly expenses.

10. In or about March 2016, S.F.’s brother, L.F., hired defendant JOHN KELVIN CONNER to help manage S.F.’s finances and pay her bills.

11. On or about July 29, 2016, S.F. and defendant JOHN KELVIN CONNER executed a Power of Attorney agreement (the “POA Agreement”), pursuant to which S.F. gave CONNER the authority to manage her finances. As part of the agreement, defendant CONNER promised to exercise his powers under the agreement “for the benefit of” S.F. Defendant CONNER further promised to keep the assets of S.F. separate from his assets.

12. Shortly after executing the POA Agreement with S.F., defendant JOHN KELVIN CONNER added himself as a signatory to a checking account that S.F. had at Wells Fargo. Defendant CONNER also obtained an ATM card that enabled him to withdraw funds from S.F.'s checking account at Wells Fargo.

13. Defendant JOHN KELVIN CONNER also told S.F.'s brother, L.F., that S.F. did not have enough money in her account to cover expenses. L.F. then signed a personal check for \$10,000, made payable to S.F., and on August 5, 2016, defendant CONNER deposited that check into S.F.'s Wells Fargo checking account.

14. On or about August 10, 2016, defendant JOHN KELVIN CONNER opened a savings account at Wells Fargo in his and S.F.'s names. Defendant CONNER then liquidated a life insurance policy owned by S.F. and deposited the proceeds, which exceeded \$111,000, into the Wells Fargo savings account

15. From at least August 16, 2016 until at least April 22, 2017, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

**JOHN KELVIN CONNER**

knowingly devised and executed a scheme to defraud S.F., by means of false and fraudulent pretenses, representations and promises.

**THE SCHEME**

It was part of the scheme that

16. Defendant JOHN KELVIN CONNER without authorization used the ATM card linked to S.F.'s Wells Fargo checking account to make at least 176 cash withdrawals, totaling approximately \$95,688, at the Parx, SugarHouse, Borgata, and Tropicana casinos so that defendant CONNER could gamble with S.F.'s money at those casinos.

17. More specifically, defendant JOHN KELVIN CONNER used the ATM card to make at least 82 cash withdrawals totaling approximately \$21,793.21 from S.F.'s Wells Fargo checking account at either the Parx, SugarHouse, or Borgata casinos between August 16, 2016 and April 22, 2017.

18. Defendant JOHN KELVIN CONNER also used the ATM card on at least 94 other occasions to make point-of-sale ("POS") transactions at the casinos, which had a total value of approximately \$73,875.23.

19. Defendant JOHN KELVIN CONNER used the money that he withdrew from S.F.'s bank account for his personal benefit and not for the benefit of S.F.

#### **MANNER AND MEANS**

It was part of the scheme that

20. Defendant JOHN KELVIN CONNER initially used the funds from the \$10,000 check that L.F. had provided to S.F. to pay for his casino gambling. When those funds ran out, defendant CONNER began transferring the proceeds of S.F.'s liquidated life insurance policy from S.F.'s savings account to S.F.'s checking account and withdrew those funds with the ATM card. S.F. did not authorize defendant CONNER to use any of her money to pay for his gambling.

21. Defendant JOHN KELVIN CONNER often preceded his cash withdrawals by using the ATM card to find out how much money was in S.F.'s Wells Fargo checking account to make sure that there was enough money to cover his transaction. Wells Fargo typically charged S.F.'s checking account a fee approximating \$2.00 for these balance inquiries. S.F. did not authorize defendant CONNER to incur any of these fees on her Wells Fargo checking account.

22. Defendant JOHN KELVIN CONNER made dozens of cash withdrawals at ATM locations that were not Wells Fargo machines. Wells Fargo typically charged S.F.'s checking account fees for such transactions. S.F. did not authorize defendant CONNER to incur any of these fees on her Wells Fargo checking account.

23. Defendant JOHN KELVIN CONNER often used the ATM card to make multiple cash withdrawals at casinos from S.F.'s checking account on the same day. For example, on August 16, 2016, defendant CONNER used the ATM card at Parx casino to make two separate cash withdrawals from non-Wells Fargo ATMs. Before making the first withdrawal, defendant CONNER used the ATM card to make a balance inquiry for which Wells Fargo charged \$2.00. Defendant CONNER then withdrew \$200 from S.F.'s checking card, for which he incurred an additional \$6.49 in fees. A short time later, defendant CONNER used the ATM Card to withdraw another \$60 from S.F.'s Wells Fargo checking account, for which he was assessed another \$3.99 in fees.

24. Sometimes during the execution of this fraud scheme, defendant JOHN KELVIN CONNER used the ATM card to withdraw thousands of dollars from S.F.'s Wells Fargo Bank account on consecutive days, sometimes at multiple casinos.

- a. For example, on or about August 29, 2016, defendant CONNER used the ATM card to withdraw \$303.99 from a machine and another \$517.95 in a separate POS transaction at the Parx casino.
- b. The next day, August 30, 2016, defendant CONNER used the ATM card to withdraw \$303.99 from a machine and another \$517.95 in a separate point-of-sale transaction at the SugarHouse casino.

- c. Two days later, on September 1, 2016, defendant CONNER used the ATM card three times at the Borgata, twice for POS transactions of \$1,042.95 and \$834.95, and once for an ATM withdrawal of \$304.99.
- d. The next day, September 2, 2016, defendant CONNER again used the ATM card three times at the Borgata, twice for POS transactions of \$1,042.95 and \$834.95, and once for an ATM withdrawal of \$304.99.
- e. Then, on September 3, 2016, defendant CONNER went back to the Parx casino and used the ATM card in two more POS transactions to withdraw \$1,032.45 and \$826.55 from S.F.'s Wells Fargo checking account.

25. Defendant JOHN KELVIN CONNER never asked S.F. for permission to use her money to pay for his casino gambling and never received S.F.'s permission to use her money for his casino gambling.

26. Defendant JOHN KELVIN CONNER knew that S.F. never authorized his use of her money to pay for his casino gambling.

27. Defendant JOHN KELVIN CONNER also withdrew thousands of dollars from S.F.'s checking account at locations other than casinos, which defendant CONNER did not spend for the benefit of S.F.

28. Some of defendant JOHN KELVIN CONNER's unauthorized withdrawals from S.F.'s checking account caused the account to have a negative balance, which led to the account incurring hundreds of dollars in bank fees.

29. To cover up his unauthorized withdrawals from S.F.'s checking account and keep the account open so he could make future unauthorized withdrawals from it, defendant

JOHN KELVIN CONNER occasionally deposited cash into the account. Defendant CONNER started making these deposits on or about December 28, 2017, when there was only about \$121.20 remaining in the account. By that time, defendant CONNER already had withdrawn approximately \$52,152.80 from S.F.'s checking account at casinos without authorization. In total, defendant CONNER made nearly two dozen cash deposits into S.F.'s account between December 28, 2016, and April 21, 2017 in an attempt to hide his unauthorized withdrawals and keep the account from being closed.

30. Defendant JOHN KELVIN CONNER withdrew so much money from S.F.'s Wells Fargo bank account and caused her to incur so many bank fees resulting from his use of the ATM card that S.F. did not have enough money to pay her utility bills or health care providers.

31. In or about the winter of 2017, S.F. lost access to basic utility services such as heating oil, water, and telephone service because defendant JOHN KELVIN CONNER had failed to pay her bills on time. Additionally, checks that defendant CONNER signed against S.F.'s Wells Fargo account and made payable to S.F.'s health care providers were returned because of insufficient funds in her account. Defendant CONNER's misuse of S.F.'s bank account caused her to incur additional bank fees and charges as a result of overdrafts.

32. In or about April 2017, S.F. learned that defendant JOHN KELVIN CONNER had abused their POA agreement, so she signed a declaration revoking defendant CONNER's power-of-attorney over her finances.

33. When defendant JOHN KELVIN CONNER learned that he had been caught taking money from S.F.'s bank account, he tried to cover up his crimes by sending her a certified check for approximately \$67,708.15, which he represented were funds that he had

borrowed from S.F. Defendant CONNER paid for that check with funds from an account belonging to his wife.

34. In reality, defendant JOHN KELVIN CONNER had not “borrowed” any money from S.F.; he had used the POA agreement to try to deprive S.F. of her money and only provided the certified check when he realized he had been caught. Nor did the check reimburse S.F. for all the funds that defendant CONNER had caused to be taken from S.F. through his ATM withdrawals and POS transactions, and the bank charges and fees assessed against the account.



35. On or about each of the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, defendant

**JOHN KELVIN CONNER**

for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of wire communication in interstate commerce to a Wells Fargo computer server located in Arizona, Minnesota, and North Carolina, directions to withdraw funds from S.F.'s checking account at Wells Fargo so that he could access the funds at casinos as described below for each count, each transmission constituting a separate count:

<b>COUNT</b>	<b>DATE</b>	<b>CASINO</b>	<b>STATE</b>	<b>AMOUNT</b>
1	August 16, 2016	Parx	Pennsylvania	\$203.99
2	August 16, 2016	Parx	Pennsylvania	\$63.99
3	August 30, 2016	SugarHouse	Pennsylvania	\$517.95
4	August 30, 2016	SugarHouse	Pennsylvania	\$304.99
5	October 18, 2016	Parx	Pennsylvania	\$620.65
6	October 18, 2016	Parx	Pennsylvania	\$311.80
7	October 18, 2016	Parx	Pennsylvania	\$1,032.45
8	October 18, 2016	Parx	Pennsylvania	\$303.99
9	December 31, 2016	Borgata	New Jersey	\$834.95
10	December 31, 2016	Borgata	New Jersey	\$1,042.95
11	December 31, 2016	Borgata	New Jersey	\$304.99
12	January 1, 2017	Borgata	New Jersey	\$1,250.95
13	January 1, 2017	Borgata	New Jersey	\$626.95
14	January 1, 2017	Borgata	New Jersey	\$304.99
15	January 2, 2017	Borgata	New Jersey	\$1,250.95
16	January 2, 2017	Borgata	New Jersey	\$626.95
17	January 2, 2017	Borgata	New Jersey	\$304.99
18	February 25, 2017	Tropicana	New Jersey	\$522.95
19	April 22, 2017	Parx	Pennsylvania	\$124.99

All in violation of Title 18, United States Code, Section 1343.

**COUNT TWENTY**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 14 and 16 through 18 of Counts One through Nineteen are re-alleged here.

2. On or about August 24, 2018, in Elkins Park, in the Eastern District of Pennsylvania, defendant

**JOHN KELVIN CONNER**

in a matter within the jurisdiction of the United States Department of Justice, an agency of the executive branch of the United States, knowingly and willfully made materially false, fictitious, and fraudulent statements and representations to Special Agents of the Federal Bureau of Investigation, in that defendant CONNER told the FBI agents that S.F. knew about and authorized his withdrawals from her checking account to fund his casino gambling, when, in truth and in fact, as defendant CONNER well knew, S.F. neither knew about nor authorized defendant CONNER's use of S.F.'s money to fund his casino gambling.

In violation of Title 18, United States Code, Section 1001.

**NOTICE OF FORFEITURE**

1. As a result of the violation of Title 18, United States Code, Sections 1343, set forth in this indictment, defendant

**JOHN KELVIN CONNER**

shall forfeit to the United States of America, any property, real or personal, which constitutes or is derived from proceeds traceable to the commission of such offenses, including, but not limited to up to the sum of \$95,668.44 in United States currency.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided

without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

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

**A TRUE BILL:**

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**FOREPERSON**

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**WILLIAM M. McSWAIN**  
**United States Attorney**

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

GAM

INDICTMENT

DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar. 18cr542

Address of Plaintiff: 615 Chestnut Street, Suite 1250, Philadelphia, PA 19106-4476

Post Office: Philadelphia County: Philadelphia

City and State of Defendant: Philadelphia, PA

County: Philadelphia Register number: NA

Place of accident, incident, or transaction: Eastern District of Pennsylvania

Post Office: Pennsylvania/ Atlantic City County: Pennsylvania/ Atlantic City

RELATED CASE, IF ANY:

Criminal cases are deemed related when the answer to the following question is "yes".

Does this case involve a defendant or defendants alleged to have participated in the same action or transaction, or in the same series of acts or transactions, constituting an offense or offenses?

YES/NO: No

Case Number: NA

Judge: NA

CRIMINAL: (Criminal Category - FOR USE BY U.S. ATTORNEY ONLY)

- 1.  Antitrust
- 2.  Income Tax and other Tax Prosecutions
- 3.  Commercial Mail Fraud
- 4.  Controlled Substances
- 5.  Violations of 18 U.S.C. Chapters 95 and 96 (Sections 1951-55 and 1961-68) and Mail Fraud other than commercial
- 6.  General Criminal

(U.S. ATTORNEY WILL PLEASE DESIGNATE PARTICULAR CRIME AND STATUTE CHARGED TO BE VIOLATED AND STATE ANY PREVIOUS CRIMINAL NUMBER FOR SPEEDY TRIAL ACT TRACKING PURPOSES)

18 U.S.C. § 1343 (wire fraud - 19 counts), 18 U.S.C. § 1001 (false statement - 1 count), Notice of forfeiture

DATE: 11-29-18



Mark B. Dubnoff  
Assistant United States Attorney

File No. 2018R000025  
U.S. v. John Kelvin Conner