

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
WESTERN DIVISION**

**UNITED STATES** )  
 )  
**v.** ) **CASE NO:**  
 )  
**JOHN KEVIN VANN** )  
**Defendant.** )

**PLEA AGREEMENT**

The Government and Defendant hereby acknowledge the following plea agreement in this case:

**PLEA**

The defendant agrees to (i) plead guilty to **COUNT 8** of the Information filed in the above-numbered-and-captioned matter; (ii) pay restitution of \$120,774.91 as recommended by the Government; and (iii) consent to an order of forfeiture of \$120,774.91. In exchange, the United States Attorney, acting on behalf of the Government and through the undersigned Assistant United States Attorney, agrees not to charge Defendant with False Statements in Loan and Credit Applications under 18 U.S.C. § 1014, Aggravated Identity Theft under 18 U.S.C. § 1028A, or other federal offenses with respect to the conduct described below and the investigation of that conduct; agrees to dismiss **COUNTS 1-7 and 9-31** at the time

of sentencing; and agrees to recommend the disposition specified below, subject to the conditions in paragraphs VII and VIII.

**TERMS OF THE AGREEMENT**

**I. MAXIMUM PUNISHMENT**

The defendant understands that the maximum statutory punishment that may be imposed for the crime of Bank Fraud in violation of Title 18, United States Code, Section 1344, as charged in **COUNT 8**, is:

- A. Imprisonment for not more than 30 years;
- B. A fine of not more than \$1,000,000; or,
- C. Both A and B
- D. Supervised release of not more than five years; and
- E. A Special Assessment Fee of \$100 per count.

  
**JOHN KEVIN VANN, Defendant**

**II. FACTUAL BASIS FOR PLEA**

The Government is prepared to prove, at a minimum, the following facts beyond a reasonable doubt at the trial of this case:

John Kevin VANN has been employed in the banking industry for over twenty years. At all times relevant to the charges at issue, VANN served as the Community Bank President of Bibb County, Alabama or an equivalent position for what was

once known as BankTrust Bank and is now known as Trustmark National Bank. Trustmark National Bank is a financial institution insured by the Federal Deposit Insurance Company. BankTrust Bank became Trustmark Bank in or around March 2013. BankTrust Bank and Trustmark Bank are hereinafter referred to as “the Bank.”

In his role as a Bank officer, VANN had access to names, addresses, dates of birth, social security numbers, credit information, and other personal identifying information of current or former, actual or prospective, bank customers.

#### **A. The Scheme to Defraud**

Between October 11, 2011, and March 7, 2014, VANN took out thirty-one loans from the Bank using the names and personal identifying information of other individuals and business entities without those individuals’ or entities’ (the “Supposed Loan Applicants”) permission (“the Fraudulent Loans”).

##### **1. Taking out the Loans**

VANN used the names, addresses, social security numbers, dates of birth, telephone numbers, asset and employment information of the Supposed Loan Applicants to fill out the paperwork necessary to obtain the Fraudulent Loans. VANN signed the Fraudulent Loans in his own name as the representative from the Bank. VANN forged the signatures of the Supposed Loan Applicants. VANN directed a bank employee under his supervision and control to notarize the loan

paperwork necessary to take out the Fraudulent Loans without the Supposed Loan Applicants present. VANN also used the personal identifying information of some of the Supposed Loan Applicants to open deposit accounts in the Supposed Loan Applicants names without their permission (“the Fraudulent Deposit Accounts”).

## 2. Accessing the Loan Proceeds

VANN directed that the proceeds of the Fraudulent Loans be paid out to the Fraudulent Deposit Accounts or via cashier’s checks. VANN made withdrawals via check from the Fraudulent Deposit Accounts in order to access Fraudulent Loan funds. VANN forged the signatures of the Supposed Loan Applicants to do so. VANN directed the cashier’s checks to be made out to business entities he controlled, such as JK Properties or to his creditors.

### B. The Loans

VANN took out the following loans:

<u>COUNT</u>	<u>APPLICANT</u>	<u>LOAN #</u>	<u>DATE</u>	<u>AMOUNT</u>
1	A.L.	28698686-61972	8/1/2013	\$6,050.00
2	A.L.	28698686-62608	11/19/2013	\$9,550.00
3	B.F.	36074375-00817	2/3/2012	\$9,600.00
4	B.P.	36073989-00777	10/2/2012	\$6,100.00
5	B.P.	28711182-62374	10/25/2013	\$10,050.00
6	Browns Garage	36073039-00671	3/23/2012	\$25,250.00
7	Browns Garage	36073997-778	10/4/2012	\$13,100.00
8	Browns Garage	28638864-51541	4/5/2013	\$45,100.00
9	D.G.	36073484-00727	6/27/2012	\$7,600.00
10	GFX Glass	28100699	5/15/2012	\$5,100.00
11	GFX Glass	36073294-00707	5/30/2012	\$6,600.00
12	GFX Glass	36073294-00754	8/6/2012	\$2,850.00
13	GFX Glass	28611465-55082	5/2/2013	\$10,250.00

14	GFX Glass	28611465-62313	10/21/2013	\$12,650.00
15	J.B.	36074565-00834	12/27/2012	\$3,500.00
16	J.B.	28699163-62001	7/23/2013	\$7,550.00
17	J.H.	28100629	12/20/2011	\$2,850.00
18	J.H.	36074110-00789	10/25/2012	\$5,600.00
19	J.H.	28701571-62660	9/16/2013	\$8,137.00
20	J.C.	36074730-00851	1/28/2013	\$4,100.00
21	J.C.	28590578-66145	3/7/2014	\$6,342.68
22	J.G.	26764704-58859	2/10/2014	\$9,820.00
23	J.A.	28100666	3/14/2012	\$2,500.00
24	M.G.	36073815-00760	8/20/2012	\$4,100.00
25	M.G.	36073906-00770	9/7/2012	\$5,600.00
26	M.G.	28710598-62288	10/4/2013	\$10,050.00
27	M.J.	28715498-62387	12/18/2013	\$8,050.00
28	P.P.	28100595	10/11/2011	\$8,000.00
29	P.P.	36072866-00642	1/18/2012	\$9,350.00
30	W.J.	28100648	1/31/2012	\$6,600.00
31	W.J.	36073443-00723	6/20/2012	\$7,875.00

Some of these loans were new loans. Other loans were refinances of prior loans or were used to pay off prior loans. Many of these loans were never paid and were charged off by the Bank.

### **C. The Supposed Loan Applicants**

The Supposed Loan Applicants were VANN's relatives or individuals VANN had encountered in his role as a banker. None of the Supposed Loan Applicants gave VANN permission to take out loans or open deposit accounts on their behalf or to use their personal identifying information. VANN apologized to some of the Supposed Loan Applicants for taking out loans using their personal identifying information.

#### **D. Stipulations**

The parties stipulate and agree that the loss amount attributable under U.S.S.G. § 2B1.1 to Defendant's relevant conduct is approximately \$177,324.68, or more than \$150,000 but less than \$250,000. The parties stipulate and agree that the forfeiture amount that represents the proceeds of the bank fraud scheme is \$120,774.91.

**The defendant hereby stipulates that the facts stated above are substantially correct and that the Court can use these facts in calculating the defendant's sentence. The defendant further acknowledges that these facts do not constitute all of the evidence of each and every act that the defendant and/or any co-conspirators may have committed.**

  
JOHN KEVIN VANN, Defendant

#### **III. RECOMMENDED SENTENCE**

Subject to the limitations in paragraph VII regarding subsequent conduct and pursuant to Rule 11(c)(1)(B), Fed. R. Crim. P., the Government will recommend the following:

- A. That the defendant be awarded the maximum reduction in offense level for acceptance of responsibility;
- B. That the defendant be awarded a sentence at the low end of the advisory United States Sentencing Guidelines range as that range is determined by the Court on the date that the sentence is pronounced;

- C. That following any term of imprisonment, the defendant be placed on supervised release for a period to be determined by the court, subject to the standard conditions of supervised release as set forth in U.S.S.G. § 5D1.3 and the following special condition:
- a. That defendant be restricted from obtaining any employment where he has access to the personal identifying information of individuals;
- D. That the defendant be barred from serving as an officer, director, employee, or institution-affiliated party, as defined in 12 U.S.C. § 1813(u) (the Federal Deposit Insurance Act, as amended) or 12 U.S.C. § 1786(r)(the Federal Credit Union Act as amended), or participate in any manner in the conduct of the affairs of any institution or agency specified in 12 U.S.C. § 1818(e)(7)(A), without the prior written approval of the appropriate federal financial institution regulatory agency as defined in 12 U.S.C. §1818(e)(7)(A); and
- E. That the defendant be required to pay a fine in accordance with the sentencing guidelines, said amount due and owing as of the date sentence is pronounced, with any outstanding balance to be paid in full by the expiration of the term of supervised release;

- F. That the defendant be required to pay restitution of \$120,774.91 to Trustmark Bank as recommended by the Government at the time of sentencing;
- G. That the defendant pay a special assessment fee of \$100, said amount due and owing as of the date sentence is pronounced.

**IV. WAIVER OF RIGHT TO APPEAL AND POST-CONVICTION RELIEF**

**In consideration of the recommended disposition of this case, I, JOHN KEVIN VANN, hereby waive and give up my right to appeal my conviction and/or sentence in this case, as well as any fines, restitution, and forfeiture orders, the Court might impose. Further, I waive and give up the right to challenge my conviction and/or sentence, any fines, restitution, forfeiture orders imposed or the manner in which my conviction and/or sentence, any fines, restitution, and forfeiture orders were determined in any post-conviction proceeding, including, but not limited to, a motion brought under 28 U.S.C. § 2255.**

**The defendant reserves the right to contest in an appeal or post-conviction proceeding any of the following:**

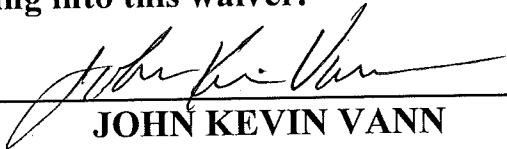
- A. **Any sentence imposed in excess of the applicable statutory maximum sentence(s);**



- B. Any sentence imposed in excess of the guideline sentencing range determined by the Court at the time sentence is imposed; and
- C. Claims of ineffective assistance of counsel.

The defendant acknowledges that, before giving up these rights, the defendant discussed the Federal Sentencing Guidelines and their application to the defendant's case with the defendant's attorney, who explained them to the defendant's satisfaction. The defendant further acknowledges and understands that the Government retains its right to appeal where authorized by statute.

I, JOHN KEVIN VANN, hereby place my signature on the line directly below to signify that I fully understand the foregoing paragraphs, and that I am knowingly and voluntarily entering into this waiver.

  
\_\_\_\_\_  
JOHN KEVIN VANN

V. UNITED STATES SENTENCING GUIDELINES

Defendant's counsel has explained to the defendant that, in light of the United States Supreme Court's decision in *United States v. Booker*, the federal sentencing guidelines are advisory in nature. Sentencing is in the Court's discretion and is no longer required to be within the guideline range. The defendant agrees that, pursuant to this agreement, the Court may use facts it finds by a preponderance of the evidence to reach an advisory guideline range, and the defendant explicitly waives any right to have those facts found by a jury beyond a reasonable doubt.

**VI. AGREEMENT NOT BINDING ON THE COURT**

The defendant fully and completely understands and agrees that it is the Court's duty to impose sentence upon the defendant and that any sentence recommended by the Government is NOT BINDING UPON THE COURT, and that the Court is not required to accept the Government's recommendation. Further, the defendant understands that if the Court does not accept the Government's recommendation, the defendant does not have the right to withdraw the guilty plea.

**VII. VOIDING AN AGREEMENT**

The defendant understands that, should the defendant move the Court to accept the defendant's plea of guilty in accordance with, or pursuant to, the provisions of *North Carolina v. Alford*, 400 U.S. 25 (1970), or tender a plea of nolo contendere to the charges, this agreement will become NULL and VOID. In that event, the Government will not be bound by any of the terms, conditions, or recommendations, express or implied, that are contained herein.

**VIII. SUBSEQUENT CONDUCT**

The defendant understands that, should the defendant violate any condition of pretrial release or violate any federal, state, or local law, or should the defendant say or do something that is inconsistent with acceptance of responsibility, the United States will no longer be bound by its obligation to make the recommendations set

forth in paragraph III of the Agreement, but instead, may make any recommendation deemed appropriate by the United States Attorney in her sole discretion.

**IX. OTHER DISTRICTS AND JURISDICTIONS**

The defendant understands and agrees that this agreement DOES NOT BIND any other United States Attorney in any other district or any other state or local authority.

**X. COLLECTION OF FINANCIAL OBLIGATION**

In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to fully disclose all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party. The defendant also will submit promptly a completed financial statement to the United States Attorney's Office in a form that it provides and as it directs. The defendant also agrees that the defendant's financial statement and disclosures will be complete, accurate, and truthful. Finally, the defendant expressly authorizes the United States Attorney's Office to obtain a credit report on the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

**XI. AGREEMENT REGARDING RELEVANT CONDUCT AND RESTITUTION**

As part of the defendant's plea agreement, the defendant admits to the above facts associated with the charges and relevant conduct for any other acts. The defendant understands and agrees that the relevant conduct contained in the factual basis will be used by the Court to determine the defendant's range of punishment under the advisory sentencing guidelines. The defendant admits that all of the crimes listed in the factual basis are part of the same acts, scheme, and course of conduct. This agreement is not meant, however, to prohibit the United States Probation Office or the Court from considering any other acts and factors which may constitute or relate to relevant conduct. Additionally, if this agreement contains any provisions providing for the dismissal of any counts, the defendant agrees to pay any appropriate restitution to each of the separate and proximate victims related to those counts should there be any.

## **XII. TAX FORFEITURE AND OTHER CIVIL/ADMINISTRATIVE PROCEEDINGS**

Unless otherwise specified herein, the defendant understands and acknowledges that this agreement does not apply to or in any way limit any pending or prospective proceedings related to Defendant's tax liabilities, if any, or to any pending or prospective forfeiture or other civil or administrative proceedings. Defendant recognizes that pleading guilty may have consequences with respect to

his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which Defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and Defendant understands that no one, including his attorney or the district court, can predict to a certainty the effect of his conviction on his immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his plea may entail, even if the consequence is his automatic removal from the United States.

### **XIII. FORFEITURE**

Defendant **JOHN KEVIN VANN** agrees to consent to the entry of a final forfeiture money judgment against him, pursuant to Fed. R. Crim. P. 32.2(b)(1), in an amount of **\$120,774.91**, which represents proceeds of the bank fraud scheme alleged in the Information and to which he is indicating his desire to plead guilty by way of this written Plea Agreement.

For purposes of entering said order of forfeiture, the defendant acknowledges that a nexus exists between said amount and the criminal offenses to which the defendant is pleading guilty. The Defendant further acknowledges that the government is authorized under law to seek the forfeiture of any and all assets of the defendant as substitute assets for the purpose of satisfying the forfeiture judgment until the same is satisfied in full.

The defendant agrees to waive any Double Jeopardy challenges that he may have to the entry of a Forfeiture Order before sentencing. The defendant agrees to waive any claims, defenses or challenges arising under the Excessive Fines Clause of the Eighth Amendment resulting from the forfeiture imposed as a result of this Information and/or any pending or completed administrative or civil forfeiture actions based upon the course of conduct that provides the factual basis for the forfeiture.

The defendant hereby waives the requirements of Fed. R. Crim. P. 43(a) with respect to the imposition of any forfeiture sanction carried out in accordance with this Plea Agreement, and further agrees to not contest or challenge in any manner (including direct appeal, habeas corpus, or any other means) such forfeitures on any grounds, including that the forfeiture constitutes double jeopardy, or an excessive fine or punishment.

#### **XIV. DEFENDANT'S UNDERSTANDING**

I have read and understand the provisions of this agreement consisting of **17 pages**. I have discussed the case and my constitutional and other rights with my lawyer. I am satisfied with my lawyer's representation in this case. I understand that by pleading guilty, I will be waiving and giving up my right to continue to plead not guilty, to a trial by jury, to the assistance of counsel at that trial, to confront, cross-examine, or compel the attendance of witnesses, to present evidence in my

behalf, to maintain my privilege against self-incrimination, and to the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein.

**NO OTHER PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME BY THE PROSECUTOR, OR BY ANYONE ELSE, NOR HAVE ANY THREATS BEEN MADE OR FORCE USED TO INDUCE ME TO PLEAD GUILTY.**

I further state that I have not had any drugs, medication, or alcohol within the past 48 hours except as stated here:

*N/A*

I understand that this Plea Agreement will take effect and will be binding as to the Parties only after all necessary signatures have been affixed hereto.

I have personally and voluntarily placed my initials on every page of this Agreement and have signed the signature line below to indicate that I have read, understand, and approve all of the provisions of this Agreement, both individually and as a total binding agreement.

*10/26/2016*  
**DATE**

*John Kevin Vann*  
**JOHN KEVIN VANN, Defendant**

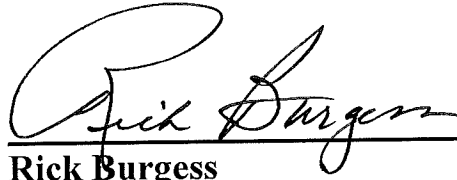
**XV. COUNSEL'S ACKNOWLEDGMENT**

I have discussed this case with my client in detail and have advised my client of all of my client's rights and all possible defenses. My client has conveyed to me

*dw*

that my client understands this Agreement and consents to all its terms. I believe the plea and disposition set forth herein are appropriate under the facts of this case and are in accord with my best judgment. I concur in the entry of the on the terms and conditions set forth herein.

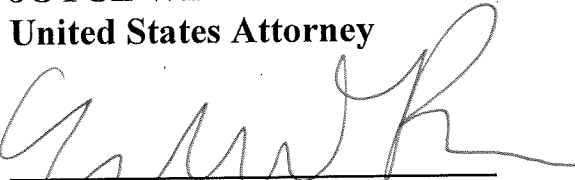
10/26/16  
DATE

  
\_\_\_\_\_  
Rick Burgess  
Defense Counsel

**XVI. GOVERNMENT'S ACKNOWLEDGMENT**

I have reviewed this matter and this Agreement and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

11/08/16  
DATE

**JOYCE WHITE VANCE**  
**United States Attorney**  
  
\_\_\_\_\_  
**ERICA WILLIAMSON BARNES**  
Assistant United States Attorney

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