

UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF TENNESSEE
 AT KNOXVILLE

UNITED STATES OF AMERICA)	
)	Case No. 3:18-CR-167
v.)	
)	JUDGES PHILLIPS/POPLIN
CHRISTINA ERIN MYERS)	

PLEA AGREEMENT

The United States of America, by the United States Attorney for the Eastern District of Tennessee, and the defendant, Christina Erin Myers, and the defendant’s attorney, Gregory P. Isaacs, have agreed upon the following:

1. The defendant will plead guilty to the following counts in the indictment:
 - a) Count One. Wire fraud, in violation of 18 U.S.C. § 1343.

The punishment for this offense is as follows. Imprisonment for a period of not more than 20 years, a fine of up to \$250,000, a period of supervised release of not less than two years and not more than three years, a special assessment of \$100, and forfeiture and restitution in accordance with the law.

- b) Count Six. Money laundering, in violation of 18 U.S.C. § 1956.

The punishment for this offense is as follows. Imprisonment for a period of not more than 20 years, a fine of up to \$500,000 or twice the amount involved in the transaction, whichever is greater, a period of supervised release of not less than two years and not more than three years, a special assessment of \$100, and forfeiture in accordance with the law.

2. In consideration of the defendant’s guilty pleas, the United States agrees to move the Court at the time of sentencing to dismiss the remaining counts against the defendant in this indictment.

3. The defendant has read the indictment, discussed the charges and possible defenses with defense counsel, and understands the crimes charged. Specifically, the elements of the offenses are as follows:

- a) Wire fraud, in violation of 18 U.S.C. § 1343
 - (1) The defendant knowingly participated in, devised, or intended to devise a scheme to defraud in order to obtain money or property;
 - (2) The scheme included a material misrepresentation or concealment of a material fact;
 - (3) The defendant had the intent to defraud; and
 - (4) The defendant used wire, radio or television communications in interstate or foreign commerce in furtherance of the scheme.
- b) Money laundering in violation of 18 U.S.C. § 1956(a)(1)(A)(i)
 - (1) The defendant conducted or attempted to conduct a financial transaction;
 - (2) The financial transaction involved property that represented the proceeds of wire fraud in violation of 18 U.S.C. § 1343;
 - (3) The defendant knew that the property involved in the financial transaction represented the proceeds of some form of unlawful activity; and
 - (4) The defendant had the intent to promote the carrying on of wire fraud in violation of 18 U.S.C. § 1343.

4. In support of the defendant's guilty plea, the defendant agrees and stipulates to the following facts, which satisfy the offense elements. These are the facts submitted for purposes of the defendant's guilty plea. They do not necessarily constitute all of the facts in the case. Other facts may be relevant to sentencing. Both the defendant and the United States retain the right to present additional facts to the Court to ensure a fair and appropriate sentence in this case.

a) From May 2014 through July 2018, the defendant, Christina Erin Myers, engaged in a scheme to defraud elderly individuals by (1) diverting to the defendant's own use the funds that the defendant's victims had provided to her for the purchase of real estate from Tennessee Baptist Adult Homes, (2) marketing non-existent senior communities, and (3) promoting fictitious investment opportunities. Myers failed to invest the funds as she promised and diverted those funds for her personal benefit without the knowledge or authorization of her victims.

b) Specifically, Myers used wire communications in interstate commerce, consisting of text and email messages, to make material false statements to her victims, including the following: That (1) she was employed by Tennessee Baptist Adult Homes and authorized to sell residential real estate on behalf of that entity; (2) that she was soliciting and accepting funds from her victims for the purchase of residential real estate; (3) that she was working with Keller Williams to sell residential real estate; and (4) that she was soliciting and accepting victims' funds for investment in certificates of deposit with SouthEast Bank.

c) In addition, the defendant conducted a financial transaction affecting interstate commerce, which involved the proceeds of specified unlawful conduct, and which transaction was conducted with the purpose of promoting the carrying on of specified unlawful activity. Specifically, on October 23, 2017, the defendant deposited a check drawn in the amount of \$39,000, which consisted of funds that the defendant knew she had obtained through committing

wire fraud. In depositing the check, the defendant intended to promote the carrying on of her wire fraud scheme.

d) In accordance with Fed. R. Crim. P. 11(c)(1)(B), the parties agree and stipulate, for sentencing purposes, that the loss amount associated with the defendant's criminal activity was more than \$250,000, but less than \$550,000 (U.S.S.G. § 2B1.1(b)(1)(G)); that the defendant's actions resulted in substantial financial hardship to five or more victims (U.S.S.G. § 2B1.1(b)(2)(B)); and that the defendant knew or should have known that the victims of her offenses were vulnerable (U.S.S.G. § 3A1.1(b)(1)).

e) Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the terms set forth in preceding paragraph are not binding on the Court, and if rejected by the Court, may not be used as the basis to rescind this plea agreement or to withdraw the defendant's guilty plea.

5. The defendant is pleading guilty because the defendant is in fact guilty. The defendant understands that, by pleading guilty, the defendant is giving up several rights, including:

- a) the right to plead not guilty;
- b) the right to a speedy and public trial by jury;
- c) the right to assistance of counsel at trial;
- d) the right to be presumed innocent and to have the burden of proof placed on the United States to prove the defendant guilty beyond a reasonable doubt;
- e) the right to confront and cross-examine witnesses against the defendant;
- f) the right to testify on one's own behalf, to present evidence in opposition to the charges, and to compel the attendance of witnesses; and
- g) the right not to testify and to have that choice not used against the defendant.

6. The parties agree that the appropriate disposition of this case would be the following as to each count:

a) The Court may impose any lawful term of imprisonment, any lawful fine, and any lawful term of supervised release up to the statutory maximum;

b) The Court will impose special assessment fees as required by law; and

c) The Court may order forfeiture as applicable and restitution as appropriate.

No promises have been made by any representative of the United States to the defendant as to what the sentence will be in this case. Any estimates or predictions made to the defendant by defense counsel or any other person regarding any potential sentence in this case are not binding on the Court, and may not be used as a basis to rescind this plea agreement or withdraw the defendant's guilty pleas. The defendant understands that the sentence in this case will be determined by the Court after it receives the presentence investigation report from the United States Probation Office and any information presented by the parties. The defendant acknowledges that the sentencing determination will be based upon the entire scope of the defendant's criminal conduct, the defendant's criminal history, and pursuant to other factors and guidelines as set forth in the Sentencing Guidelines and the factors set forth in 18 U.S.C. § 3553.

7. Given the defendant's agreement to plead guilty, the United States will not oppose a two-level reduction for acceptance of responsibility under the provisions of Section 3E1.1(a) of the Sentencing Guidelines. Further, if the defendant's offense level is 16 or greater, and the defendant is awarded the two-level reduction pursuant to Section 3E1.1(a), the United States agrees to move, at or before the time of sentencing, the Court to decrease the offense level by one additional level pursuant to Section 3E1.1(b) of the Sentencing Guidelines. Should the defendant engage in any

conduct or make any statements that are inconsistent with accepting responsibility for the defendant's offenses, including violations of conditions of release or the commission of any additional offenses prior to sentencing, the United States will be free to decline to make such motion, to withdraw that motion if already made, and to recommend to the Court that the defendant not receive any reduction for acceptance of responsibility under Section 3E1.1 of the Sentencing Guidelines.

8. The defendant agrees to pay the special assessment in this case prior to sentencing.

9. Unless otherwise limited by an agreed preliminary order of forfeiture, the defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, real or personal, constituting or traceable to the proceeds of any violation of 18 U.S.C. § 1343, and any and all assets and property, real or personal, involved in the defendant's violation of 18 U.S.C. § 1956. The defendant agrees to forfeit the defendant's interest in the following properties:

- a) \$7,242.57 seized on July 27, 2018, from the SouthEast Bank account with the account number ending 9972;
- b) \$24,500.00 seized on July 27, 2018, from the SouthEast Bank account with the account number ending 9754; and
- c) A personal money judgment against the defendant and in favor of the United States in the amount not less than \$518,000.

The defendant further agrees to assist the United States fully in the identification, recovery, and return to the United States of any other assets or portions thereof subject to forfeiture. The defendant further agrees to make a full and complete disclosure of all assets over which the defendant exercises control and those which are held or controlled by a nominee. The defendant agrees to forfeit all interests in the properties as described above and to take whatever steps are

necessary to pass clear title to the United States. These steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and the signing of any other documents necessary to effectuate such transfers. The defendant agrees not to object to any civil or criminal forfeiture brought against these properties. The defendant agrees to take all such steps to locate such property and to pass title to the United States before the defendant's sentencing.

10. The defendant agrees that the Court shall order restitution, pursuant to any applicable provision of law, for any loss caused to: (1) the victims of any offense charged in this case (including dismissed counts); and (2) the victims of any criminal activity that was part of the same course of conduct or common scheme or plan as the defendant's charged offenses. The defendant agrees, pursuant to 18 U.S.C. § 3663(a)(3), that the order of restitution will be in the amount of \$405,840.34.

11. Financial Obligations. The defendant agrees to pay all fines and restitution imposed by the Court to the Clerk of Court. The defendant also agrees that the full fine and/or restitution amounts shall be considered due and payable immediately. If the defendant cannot pay the full amount immediately and is placed in custody or under the supervision of the Probation Office at any time, the defendant agrees that the Bureau of Prisons and the Probation Office will have the authority to establish payment schedules to ensure payment of the fine and/or restitution. The defendant further agrees to cooperate fully in efforts to collect any financial obligation imposed by the Court by set-off of federal payments, execution on non-exempt property, and any other means the United States deems appropriate. The defendant and counsel also agree that the defendant may be contacted post-judgment regarding the collection of any financial obligation imposed by the Court without notifying the defendant's counsel and outside the presence of the defendant's counsel. In order to facilitate the collection of financial obligations to be imposed with this prosecution, the

defendant agrees to disclose fully 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. In furtherance of this agreement, the defendant additionally agrees to the following specific terms and conditions:

a) If so requested by the United States, the defendant will promptly submit a completed financial statement to the U.S. Attorney's Office, in a form it provides and as it directs. The defendant promises that such financial statement and disclosures will be complete, accurate, and truthful.

b) The defendant expressly authorizes the U.S. 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.

c) If so requested by the United States, the defendant will promptly execute authorizations on forms provided by the U.S. Attorney's Office to permit the U.S. Attorney's Office to obtain financial and tax records of the defendant.

12. The defendant acknowledges that the principal benefits to the United States of a plea agreement include the conservation of limited government resources and bringing a certain end to the case. Accordingly, in consideration of the concessions made by the United States in this agreement and as a further demonstration of the defendant's acceptance of responsibility for the offenses committed, the defendant voluntarily, knowingly, and intentionally agrees to the following:

a) The defendant will not file a direct appeal of the defendant's convictions or sentence with one exception: The defendant retains the right to appeal a sentence imposed above the sentencing guideline range determined by the Court or above any mandatory minimum sentence deemed applicable by the Court, whichever is greater. The defendant also waives the right to appeal

the Court's determination as to whether the defendant's sentence will be consecutive or partially concurrent to any other sentence.

b) The defendant will not file any motions or pleadings pursuant to 28 U.S.C. § 2255 or otherwise collaterally attack the defendant's convictions or sentence, with two exceptions: The defendant retains the right to file a § 2255 motion as to (i) prosecutorial misconduct and (ii) ineffective assistance of counsel.

c) The defendant will not, whether directly or by a representative, request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. Section 552, or the Privacy Act of 1974, 5 U.S.C. Section 552a.

13. This plea agreement becomes effective once it is signed by the parties and is not contingent on the defendant's entry of a guilty plea. If the United States violates the terms of this plea agreement, the defendant will have the right to withdraw from this agreement. If the defendant violates the terms of this plea agreement in any way (including but not limited to failing to enter guilty pleas as agreed herein, moving to withdraw guilty pleas after entry, or by violating any court order or any local, state or federal law pending the resolution of this case), then the United States will have the right to void any or all parts of the agreement and may also enforce whatever parts of the agreement it chooses. In addition, the United States may prosecute the defendant for any and all federal crimes that the defendant committed related to this case, including any charges that were dismissed and any other charges which the United States agreed not to pursue. The defendant expressly waives any statute of limitations defense and any constitutional or speedy trial or double jeopardy defense to such a prosecution. The defendant also understands that a violation of this plea

agreement by the defendant does not entitle the defendant to withdraw the defendant's guilty pleas in this case.

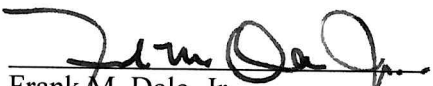
14. The United States will file a supplement in this case, as required in every case by the Local Rules of the United States District Court for the Eastern District of Tennessee, even though there may or may not be any additional terms. If additional terms are included in the supplement, they are hereby fully incorporated herein.

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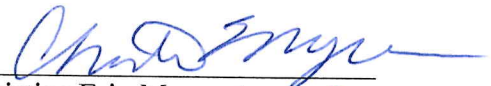
15. This plea agreement and supplement constitute the full and complete agreement and understanding between the parties concerning the defendant's guilty plea to the above-referenced charges, and there are no other agreements, promises, undertakings, or understandings between the defendant and the United States. The parties understand and agree that the terms of this plea agreement can be modified only in writing signed by all of the parties and that any and all other promises, representations, and statements whether made before, contemporaneous with, or after this agreement, are null and void.

J. DOUGLAS OVERBEY
UNITED STATES ATTORNEY

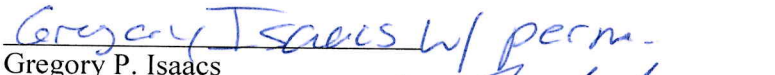
11/15/2019
Date

By: 
Frank M. Dale, Jr.
Assistant United States Attorney

11-15-19
Date


Christina Erin Myer
Defendant

11/15/19
Date


Gregory P. Isaacs
Attorney for the Defendant

w/ perm. by [Signature]