

Eastern District of Kentucky
FILED
FEB 07 2023
AT LEXINGTON
Robert F. Carr
CLERK U.S. DISTRICT COURT

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
CENTRAL DIVISION
at LEXINGTON**

CRIMINAL ACTION NO. 5:22-CR-00131-KKC-MAS

UNITED STATES OF AMERICA

PLAINTIFF

V.

PLEA AGREEMENT

JAMIE LEANNE HIGHTOWER

DEFENDANT

* * * * *

1. Pursuant to Federal Rule of Criminal Procedure 11(c), the Defendant will enter a guilty plea to Counts 6 and 7 of the Indictment, charging violations of 18 U.S.C. § § 1344(2), bank fraud, and 1028A, aggravated identity theft. Pursuant to Rule 11(c)(1)(A), the United States will move at sentencing to dismiss Counts 1 through 5.

2. The essential elements of Count 6, 18 U.S.C. § § 1344(2), are:

(a) The Defendant knowingly executed a scheme to obtain money, funds or other property owned by or under the control of Community Trust Bank by means of material false or fraudulent pretenses, representations or promises;

(b) The Defendant acted with the intent to deceive Community Trust Bank and obtain Community Trust Bank property; and

(c) That Community Trust Bank was then insured by the Federal Deposit Insurance Corporation.

3. The essential elements of Count 7, 18 U.S.C. § 1028A, are:

(a) The Defendant committed the felony violation charged in Count Six, a felony enumerated in 18 U.S.C. § 1028A(c)(5);

(b) The Defendant knowingly used a means of identification of another person without lawful authority;

(c) The Defendant knew the means of identification belonged to another person; and

(d) The use was during and in relation to the crime charged in Count Six.

4. As to Counts 6 and 7, the United States could prove the following facts that establish the essential elements of the offenses beyond a reasonable doubt, and the Defendant admits these facts:

(a) At all times relevant to the Indictment, the Defendant resided in the Eastern District of Kentucky.

(b) At all times relevant to the Indictment, the Defendant was an employee of Community Trust Bank, a financial institution headquartered in Pikeville, Kentucky, located in the Eastern District of Kentucky, the deposits of which were insured by the Federal Deposit Insurance Corporation.

(c) At all times relevant to the Indictment, the defendant was the Head Teller and Vault Teller on the days she worked at the Mt. Sterling Branch location of Community Trust Bank, as such, the Defendant exercised control over the Head Teller drawer and Vault monies.

(d) Beginning in May 2019, and continuing until in or around September 2019, the Defendant, willfully, fraudulently, and with a specific intent to deceive Community Trust Bank, among others, devised and executed a scheme to obtain bank property by falsifying bank vault sheets, making false statements and representations, and creating false documentation in order to conceal her conduct.

(e) Specifically, the Defendant:

(1) On or about July 1, 2019, tendered a check in her spouse's name to Community Trust Bank, collected \$1,270.68 which amounted to the full face value of the check, misrepresented that she would process it properly along with the batch of other documents, but instead she unlawfully retained the check and subsequently deposited that same instrument into her personal bank account, located

in Winchester, Kentucky, in order to recover an additional \$1,270.68 from the same instrument. When confronted by bank investigators she denied wrongdoing and then subsequently signed over a different check of the same amount to compensate the bank for its loss.

(2) On or about July 26, 2019, she falsified business customer deposit documentation, altered a paper check by \$4,000.00, and shifted funds elsewhere to conceal her theft from the business customer's deposit in order to unlawfully take \$4,000.00 for her own personal use and benefit.

(3) On or about July 30, 2019, she stole \$2,000.00 cash from another bank teller under the false pretenses that she would sell it to the vault given her position as Vault Teller; instead, she intended to and did keep the cash for her own personal use and benefit. When approached by investigators she attempted to blame the other bank teller for misappropriating the funds.

(4) On or about August 15, 2019, she took a total of \$10,000 in cash through a series of transactions involving a Federal Reserve shipment, a Brinks armored truck shipment, and the vault for her own personal use and benefit: She made material misrepresentations verbally and in writing in relation to the missing funds to escape detection and avoid prosecution.

(5) On or about August 16, 2019, she made an unauthorized withdrawal of \$10,000 from F.A.'s personal bank account then fabricated a story that F.A. had authorized the transaction and received the money, whereas the Defendant knew that she had withdrawn the funds unlawfully for her own personal use and benefit.

(6) On or about August 20, 2019, the defendant fraudulently withdrew \$6,000 from R.T.'s personal bank account by fabricating a counter check. The Defendant used the name, bank account number, and signature of R.T., knowing it belonged to another person. She did this without R.T.'s knowledge or authorization in furtherance of her bank fraud scheme, a felony enumerated by § 1028A(c)(5). The Defendant kept this \$6,000.00 for her own personal use and benefit.

(f) Between May and September of 2019, the Defendant knowingly and unlawfully took a total of \$32,800.00 from Community Trust Bank which includes bank fraud losses identified in (e)(2)-(6) plus \$800.00 of cash she misappropriated from the overnight deposit box and vault during this timeframe.

(g) On two separate occasions in May and September 2021, in an attempt to escape detection and avoid prosecution, the Defendant met voluntarily with federal investigators and prevaricated in response to federal law enforcement agents' questions resulting in further investigation into her alternative explanations to account for the missing funds which significantly impeded the investigation.

5. The statutory punishment for Count 6 is imprisonment for not more than 30 years, a fine of not more than \$1,000,000, and a term of supervised release of not more than 5 years. The statutory punishment for Count 7 is a mandatory term of imprisonment for two years to run consecutively to any term of imprisonment imposed on Count Six, a fine of not more than \$250,000, and a term of supervised release of not more than 1 year. A mandatory special assessment of \$200 applies, and the Defendant will pay this assessment to the U.S. District Court Clerk at the time of the entry of the plea.

6. Pursuant to Rule 11(c)(1)(B), the United States and the Defendant recommend the following sentencing guidelines calculations, and they may object to or argue in favor of other calculations. This recommendation does not bind the Court.

(a) United States Sentencing Guidelines (U.S.S.G.), November 1, 2021, manual will determine the Defendant's guidelines range.

(b) Pursuant to U.S.S.G. § 1B1.3, the Defendant's relevant conduct includes each unlawful theft, transfer, and misappropriation of Community Trust Bank funds and deposits, her attempts to do so, any unauthorized use of another person's means of identification in furtherance of the bank fraud scheme, and the harm resulting from her actions related to her bank fraud scheme. The Defendant's relevant conduct also includes all acts or omissions made by the Defendant during and after the commission of her crimes in any attempt to avoid detection and to avoid responsibility for her offenses by thwarting law enforcement's investigation.

(c) Pursuant to U.S.S.G. § 2B1.1(a)(1), the base offense level is 7.

(d) Pursuant U.S.S.G. § 2B1.1(b)(1)(c), increase the base offense level by 4 where the loss amount is more than \$15,000 but less than \$40,000.

(e) Pursuant to U.S.S.G. § 3C1.1, increase the offense level by 2 levels for providing a materially false statement to a law enforcement officer that significantly impeded the official investigation or prosecution of the instant offense.

(f) Pursuant to U.S.S.G. § 3E1.1 and unless the Defendant commits another crime, obstructs justice, or violates a court order, decrease the offense level by 2 levels for the Defendant's acceptance of responsibility. If the offense level determined prior to this 2-level decrease is level 16 or greater, the United States will move at sentencing to decrease the offense level by 1 additional level based on the Defendant's timely notice of intent to plead guilty.

(g) Pursuant to U.S.S.G. § 2B1.6(a), if the Defendant is convicted of violating 18 U.S.C. § 1028A, the guideline sentence is the term of imprisonment required by statute, to run consecutively to any other term of imprisonment.

(h) Pursuant to U.S.S.G. § 5E1.1, restitution is \$32,800.00, and the victim is Community Trust Bank with headquarters in Pikeville, Kentucky.

7. No agreement exists about the Defendant's criminal history category pursuant to U.S.S.G. Chapter 4.

8. The Defendant will not file a motion for a decrease in the offense level based on a mitigating role pursuant to U.S.S.G. § 3B1.2 or a departure motion pursuant to U.S.S.G. Chapter 5, Parts H or K.

9. The Defendant waives the right to appeal the guilty plea and conviction. The Defendant waives the right to appeal any determination made by the Court at sentencing with the sole exception that the Defendant may appeal any aspect of the sentence if the length of the term of imprisonment exceeds the advisory sentencing guidelines range as determined by the Court at sentencing. Except for claims of ineffective assistance of

counsel, the Defendant also waives the right to attack collaterally the guilty plea, conviction, and sentence.

10. The United States will recommend releasing the Defendant on the current conditions for future court appearances if the Defendant does not violate the terms of the order setting conditions of release.

11. The Defendant agrees to the imposition of a forfeiture money judgment in the amount of \$32,800.00, which represents the amount of proceeds that she obtained as a result of the offenses. The Defendant agrees that the United States is entitled to a forfeiture money judgment because a nexus exists between the proceeds she obtained and the offenses to which she is pleading guilty, as set out in the forfeiture allegation of the Indictment. The Defendant agrees that the forfeiture money judgment is separate from any restitution, fine, or penalty ordered by the Court and constitutes a debt to the United States that shall survive bankruptcy. The Defendant waives any and all timing and notice provisions under Rule 32.2 and consents to the entry of an order of forfeiture imposing the money judgment. The Defendant also consents to the forfeiture of any other property to satisfy the forfeiture money judgment, pursuant to 21 U.S.C. § 853(p), to the extent that it is not otherwise paid in full.

12. Defendant agrees to pay \$32,800.00 in restitution. The victim is Community Trust Bank and payments will be made to: Clerk, U.S. District Court, 101 Barr Street, Lexington, KY 40507.

13. Defendant agrees that restitution is due and payable immediately after the judgment is entered and is subject to immediate enforcement, in full, by the United States.

If the Court imposes a schedule of payments, Defendant agrees that the schedule of payments is a schedule of the minimum payment due, and that the payment schedule does not prohibit or limit the methods by which the United States may immediately enforce the judgment in full.

14. The Defendant agrees to cooperate fully with the United States Attorney's Office by making a full and complete financial disclosure. Within 30 days of pleading guilty, the Defendant agrees to complete and sign a financial disclosure statement or affidavit disclosing 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, and disclosing any transfer of assets that has taken place within three years preceding the entry of this plea agreement. The Defendant will submit to an examination, which may be taken under oath and may include a polygraph examination. The Defendant will not encumber, transfer, or dispose of any monies, property, or assets under the Defendant's custody or control without written approval from the United States Attorney's Office. If the Defendant is ever incarcerated in connection with this case, the Defendant will participate in the Bureau of Prisons Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments. If the Defendant fails to comply with any of the provisions of this paragraph, the United States, in its discretion, may refrain from moving the Court pursuant to U.S.S.G. § 3E1.1(b) to reduce the offense level by one additional

level, and may argue that the Defendant should not receive a two-level reduction for acceptance of responsibility under U.S.S.G. § 3E1.1(a).

15. The Defendant understands and agrees that, pursuant to 18 U.S.C. § 3613, whatever monetary penalties are imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States. If the Court imposes a schedule of payments, the Defendant agrees that it is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. The Defendant waives any requirement for demand of payment on any fine, restitution, or assessment imposed by the Court and agrees that any unpaid obligations will be submitted to the United States Treasury for offset. The Defendant authorizes the United States to obtain the Defendant's credit reports at any time. The Defendant authorizes the U.S. District Court to release funds posted as security for the Defendant's appearance bond in this case, if any, to be applied to satisfy the Defendant's financial obligations contained in the judgment of the Court.

16. If the Defendant violates any part of this Agreement, the United States may void this Agreement and seek an indictment for any violations of federal laws, and the Defendant waives any right to challenge the initiation of additional federal charges.


17. This document and the supplement contain the complete and only Plea Agreement between the United States Attorney for the Eastern District of Kentucky and the Defendant. The United States has not made any other promises to the Defendant.

18. This Agreement does not bind the United States Attorney's Offices in other districts, or any other federal, state, or local prosecuting authorities.

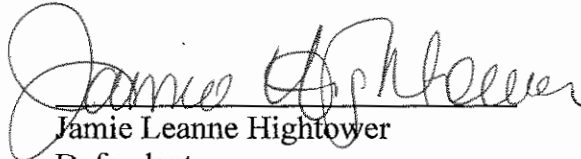
19. The Defendant and the Defendant's attorneys acknowledge that the Defendant understands this Agreement, that the Defendant's attorneys have fully explained this Agreement to the Defendant, and that the Defendant's entry into this Agreement is voluntary.

CARLTON S. SHIER, IV
UNITED STATES ATTORNEY

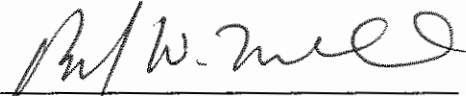
Date: Jan. 24, 2023

By: 
Tashena A. Fannin
Assistant United States Attorney

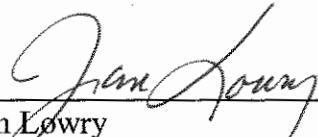
Date: 2/7/23


Jamie Leanne Hightower
Defendant

Date: 2/7/23


Brandon Marshall
Attorney for Defendant

Date: 2/7/23


Jim Lowry
Attorney for Defendant