AF Approval *KL for NMA* Chief Approval *CAB*

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 6:25-cr-161-JSS-NWH

VERLYNN JAMELAH HORNE

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Gregory W. Kehoe, United States Attorney for the Middle District of Florida, and the defendant, VERLYNN JAMELAH HORNE, and the attorney for the defendant, Roger Weeden, Esq., mutually agree as follows:

A. Particularized Terms

1. Counts Pleading To

The defendant shall enter a plea of guilty to Counts Six and Twelve of the Indictment. Count Six charges the defendant with wire fraud, in violation of 18 U.S.C. § 1343. Count Twelve charges the defendant with willful failure to file tax returns, in violation of 26 U.S.C. § 7203.

2. Minimum and Maximum Penalties

Count Six carries a maximum sentence of not more than thirty years of imprisonment; a fine of not more than $1,000,000, or the greater of twice the gross gain or twice the gross loss caused by the offense; a term of supervised release of not more than five years; and a special assessment of $100.

Count Twelve carries a maximum sentence of not more than one year of imprisonment; a fine of not more than $25,000; a term of supervised release of not more than one year; and a special assessment of $25.

With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

3. Elements of the Offenses

The defendant acknowledges understanding the nature and elements of the offenses with which the defendant has been charged and to which the defendant is pleading guilty.

The elements of Count Six are:

First: The defendant knowingly devised or participated in a scheme to defraud someone by using false or fraudulent pretenses, representations, or promises;

Second: The false pretenses, representations, or promises were about a material fact;

Third: The defendant acted with the intent to defraud; and

Fourth: The defendant transmitted or caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud.

The elements of Count Twelve are:

First: The defendant was required by law or regulation to file an income tax return for the taxable year charged;

Second: The defendant failed to file a return when required by law; and

Third: At the time the defendant failed to file the return, she knew she was required by law to file a return.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts One, Two, Three, Four, Five, Seven, Eight, Nine, Ten, Eleven, and Thirteen will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victims of Offenses of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to the Small Business Administration and any lenders participating in the Paycheck Protection Program that extended loans to the defendant or based on the defendant's fraudulent scheme, including Fifth Third Bank, WebBank, and PayPal.

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility – Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG § 3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant, or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following: the $2,517,930 in proceeds the defendant admits she obtained as a result of the commission of the offenses to which the defendant is pleading guilty, as well as the real property located at 1922 Black Lake Blvd, Winter Garden, FL 34787 titled in the name of the defendant and her then husband, Terrance L. Horne, which was purchased with proceeds of the wire fraud scheme to which the defendant is pleading guilty. The net proceeds from the forfeiture and sale of any specific asset will be credited to and reduce the amount the United States shall be entitled to forfeit as substitute assets pursuant to 21 U.S.C. § 853(p).

The defendant acknowledges and agrees that (1) the defendant obtained $2,517,930 as a result of the commission of the offenses and (2) as a result of the acts and omissions of the defendant, the proceeds not recovered by the United States through the forfeiture of the directly traceable assets listed herein have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence. Therefore, the defendant agrees that, pursuant to 21 U.S.C. § 853(p), the United States is entitled to forfeit any other property of the defendant (substitute assets), up to the amount of proceeds the defendant obtained, as the result of the offenses of conviction and, further, the defendant consents to, and agrees not to oppose, any motion for substitute assets filed by the United States up to the amount of proceeds obtained from commission of the offenses and consents to the entry of the forfeiture order into the Treasury Offset Program.

The defendant additionally agrees that since the criminal proceeds have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence, the preliminary and final orders of forfeiture should authorize the United States Attorney's Office to conduct discovery (including depositions, interrogatories, requests for production of documents, and the issuance of subpoenas), pursuant to Rule 32.2(b)(3) of the Federal Rules of Criminal Procedure, to help identify, locate, and forfeit substitute assets.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture (including substitute assets) and to transfer custody of such property to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including the forfeiture of any substitute assets, is final.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied. On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offenses to which the defendant is pleading provide for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. <u>Factual Basis</u>

The defendant is pleading guilty because the defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

13. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that the defendant fully understands its terms.

DATED this ~~4th~~ 2nd day of April, 2026.

GREGORY W. KEHOE
United States Attorney

VERLYNN JAMELAH HORNE
Defendant

Diane S. Hu
Assistant United States Attorney

Roger Weeden, Esq.
Attorney for Defendant

Chauncey A. Bratt
Assistant United States Attorney
Deputy Chief, Orlando Division

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PERSONALIZATION OF ELEMENTS

Count Six: Wire Fraud

First: Did you knowingly devise or participate in a scheme to defraud someone by using false or fraudulent pretenses, representations, or promises?

Second: Were the false pretenses, representations, or promises about a material fact?

Third: Did you act with the intent to defraud?

Fourth: On or about July 23, 2020, in the Middle District of Florida, did you transmit or cause to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud?

Count Twelve: Willful Failure to File Tax Return

First: Were you required by law or regulation to file an income tax return for the taxable year 2020?

Second: Did you fail to file a return when required by law?

Third: At the time you failed to file the return, did you know you were required by law to file a return?

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FACTUAL BASIS

I. CARES Act

In March 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was enacted to provide economic assistance to individuals, families, and organizations affected by the COVID-19 pandemic. The CARES Act established PPP and expanded the EIDL program.

To obtain an EIDL, a qualifying business was required to submit an application to the Small Business Administration ("SBA") and provide information about its operations, including its employees, gross receipts, and other business information. The SBA used the information provided in the application to determine the amount of money the business was eligible to receive.

To obtain a PPP loan, a business was required to certify and substantiate its operations and payroll by submitting supporting documentation. PPP loan applications were directed to participating lenders who funded the loans with their own money, and those loans were 100% guaranteed by the SBA.

II. HORNE's Fraudulent Loan Applications

Between June and August of 2020, in the Middle District of Florida, VERLYNN JAMELAH HORNE fraudulently applied for and obtained COVID-19 Economic Injury Disaster Loans ("EIDL") and Paycheck Protection Program ("PPP") loans.

Specifically, HORNE applied for and received $337,915 in fraudulent COVID-19 relief funds on behalf of Platinum Status Consulting Inc. ("PSC") and Good Neighbor Tax Service Inc. ("GNTS"), entities that HORNE controlled.

HORNE also helped prepare and submitted fraudulent COVID-19 loan applications on behalf of at least 35 other entities and individuals (the "Clients"), who collectively received $4,476,437 in total. In exchange for her services of submitting those fraudulent applications, HORNE received $2,180,015 from the Clients. As a result of her scheme, HORNE received a total of $2,517,930.

A. Platinum Status Consulting Inc. ("PSC")

HORNE was the CEO of PSC, which was incorporated in Florida on June 9, 2020, after the COVID-19 pandemic began. PSC had no business operations or payroll prior to the pandemic.

On July 23, 2020, in the Middle District of Florida, HORNE knowingly submitted a false and fraudulent PPP application on behalf of PSC to Fifth Third Bank, which was processed using a server located outside of Florida. The application falsely claimed that PSC had eleven employees and a monthly payroll of $70,000 (i.e., an annual payroll of $840,000).

In support of the application, HORNE submitted false documents, including a false 2019 tax return and false Form 1099-MISCs. One of the Form 1099-MISCs falsely represented that E.L. was an employee of PSC. However, during an interview with law enforcement, E.L. stated that she was not an employee of PSC and had not received any income from PSC.

Fifth Third Bank granted the PPP application and, utilizing interstate wires, transferred $175,000 into PSC's bank account, which was controlled by HORNE.

B. Good Neighbor Tax Service Inc. ("GNTS")

HORNE was the CFO of GNTS, which was incorporated in Florida on September 4, 2015, prior to the COVID-19 pandemic. GNTS was previously owned by HORNE's spouse, and had no business operations, employees, or payroll. In July 2020, after the pandemic began, HORNE reinstated GNTS in Florida, and listed both herself and her spouse as officers of GNTS.

On August 3, 2020, HORNE submitted a false and fraudulent PPP application on behalf of GNTS to Fifth Third Bank. The application falsely claimed that GNTS had $941,152 in gross receipts, $56,220 in net income, and 12 employees with a monthly payroll of $65,166 (i.e., an annual payroll of $781,992). In support of the application, HORNE submitted false documents, including a false 2019 tax return.

Fifth Third Bank granted the application and, utilizing interstate wires, transferred $162,915 into GNTS's bank account, which was controlled by HORNE.

III. HORNE's Purchase of House Using Fraud Proceeds

On September 9, 2020, HORNE and her then spouse purchased a house located at 1922 Black Lake Blvd, Winter Garden, FL 34787 for approximately $487,311.01. HORNE and her then spouse own the house outright. HORNE knowingly used the proceeds of her wire fraud to purchase the house and did not use any financing.

For example, the fraudulent loan proceeds that PSC received (as discussed above in Part II.B) are traceable to and were used in part for the purchase of HORNE's house. On July 24, 2020, Fifth Third Bank granted the fraudulent PPP application that HORNE submitted on behalf of PSC and deposited $175,000 into PSC's Fifth Third Bank account ending in 3734, which was controlled by HORNE. On July 28, 2020, HORNE deposited $175,000 from PSC's Fifth Third Bank account ending in 3734 into another PSC bank account (PNC Bank account ending in 5653), which was also controlled by HORNE. On July 31, 2020, HORNE transferred $4,375 from PSC's PNC Bank account ending in 5653 into a personal PNC Bank account ending in 4114, which was controlled by HORNE and her then spouse.

On September 9, 2020, HORNE transferred $487,311.01 from the PNC Bank account ending in 4114 to purchase HORNE's house, which included the $4,375 in fraudulent loan proceeds that PSC received, as well as other proceeds obtained from the defendant's wire fraud scheme.

IV. HORNE's Willful Failure to File Tax Returns in 2020 and 2021

As described above, in 2020 and 2021, HORNE received COVID-19 loan proceeds based on the EIDL and PPP applications she submitted on behalf of the HORNE Entities and Clients.

Despite receiving funds in connection with the false and fraudulent COVID-19 loan applications, HORNE did not submit a tax return for herself or the HORNE Entities that reported any income for the years 2020 or 2021. HORNE knew of her legal obligation to file such income tax returns, as she had previously done for the year 2019.

* * *

The above is merely a summary of some of the events, some of the persons involved, and other information relating to this case. It does not include, nor is it intended to include, all the events, persons involved, or other information relating to this case.