

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

UNITED STATES OF AMERICA

v.

INDICTMENT

JOHN M. THOMAS
_____ /

3:21cr40-TKW

THE GRAND JURY CHARGES:

COUNTS ONE THROUGH FIFTEEN

A. INTRODUCTION

At all times material to this Indictment:

1. Thomas Insurance LLC was a company incorporated in the State of Florida and located in Pensacola, Florida. Defendant **JOHN M. THOMAS** was owner and operator of Thomas Insurance LLC and was licensed to provide insurance services and sell annuities.

2. Defendant **JOHN M. THOMAS** maintained and controlled bank accounts at Synovus, ServisFirst, Wells Fargo, Compass, and Gulf Coast Community Bank.

3. A Certificate of Insurance, also known as Evidence of Commercial Property Insurance or a Certificate of Liability Insurance, is a statement issued by an insurer verifying a policy has been written and issued. A Certificate of Insurance summarizes the essential information about an insurance policy such as the coverage type, policy number, insurance limits, and effective and expiration dates.

4. An Insurance Declaration Page is a summary of what is contained in an insurance policy, including information such as the deductible, policy effective dates, coverage, and discounts.

B. THE CHARGE

Between on or about April 22, 2013, and on or about February 16, 2021, in the Northern District of Florida and elsewhere, the defendant,

JOHN M. THOMAS,

did knowingly and willfully devise and intend to devise a scheme to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing this scheme did knowingly cause wire communications to be transmitted in interstate commerce.

C. THE SCHEME TO DEFRAUD

It was part of the scheme that:

1. Defendant **JOHN M. THOMAS** falsely and fraudulently represented that he had obtained insurance policies with various insurance companies for a

certain group of his clients (hereinafter “victim clients”). **THOMAS** did not secure or attempt to secure insurance policies for these clients, but instead provided the victim clients with fraudulent insurance documents, including Certificates of Insurance, Insurance Declaration Page, Evidence of Commercial Property Insurance, and other false insurance policy documents indicating the policies had been obtained and coverage was in effect.

2. **JOHN M. THOMAS** induced the victim clients to send premium payments to him by emailing fraudulent insurance documents representing the type of coverage and premium due knowing he did not intend to purchase these insurance policies. Instead of purchasing the insurance for the victim clients, **JOHN M. THOMAS** converted victim client payments that were meant for policy premiums to his own personal use by depositing the money into his personal bank accounts. Between on or about May 7, 2014, and on or about February 16, 2021, **THOMAS** electronically deposited into his bank accounts approximately \$4,863,088.97 in payments from at least 67 victim clients including, Victim Client #1 through Victim Client #15, which were intended by these clients to be used to pay for premiums for insurance policies, but were not applied to pay such premiums by **THOMAS**.

3. By not purchasing insurance with the premiums paid by his clients, **JOHN M. THOMAS** caused approximately \$2,262,056.74 in unpaid claim losses caused by hurricane, fire, and liability claims.

Victim Client #1

4. On or about October 13, 2020, **JOHN M. THOMAS** emailed an invoice to Victim Client #1 seeking a premium payment of \$52,923.00 purportedly to secure a \$4.1 million commercial property insurance policy with Seneca Specialty Insurance Company, then knowing he did not intend to use the funds to secure the commercial property insurance as represented.

5. To induce Victim Client #1 to pay the premium, on or about October 13, 2020, **JOHN M. THOMAS** also emailed a fraudulent Evidence of Commercial Property Insurance form dated September 10, 2020, for the property insurance policy with Seneca Specialty Insurance Company effective September 10, 2020, knowing no such policy was in effect.

6. On or about October 14, 2020, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure commercial property insurance, Victim Client #1 issued a check for payment of \$52,923.00 to Thomas Insurance LLC for the policy premium.

7. **JOHN M. THOMAS** did not use Victim Client #1's premium payment to secure the commercial property insurance policy as represented, but instead, on or about October 20, 2020, deposited the check from Victim Client #1 into his ServisFirst bank account ending in 6367.

Victim Client #2

8. To induce Victim Client #2 to pay a renewal premium, on or about January 13, 2020, **JOHN M. THOMAS** emailed a fraudulent Insurance Policy Declaration Page dated January 4, 2020, for an \$850,000 commercial flood insurance policy with Western World Insurance Company effective January 11, 2020, knowing no such policy was in effect.

9. On or about January 24, 2020, **JOHN M. THOMAS** emailed an invoice to Victim Client #2 seeking a premium payment of \$18,397.94 purportedly to secure commercial property insurance policies with various insurance companies for wind, ex-wind, and flood insurance, then knowing he did not intend to use the funds to secure the insurance as represented.

10. On or about January 30, 2020, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure commercial property insurance as represented in the emailed invoice, Victim Client #2 issued a check for payment of \$18,397.94 to Thomas Insurance LLC for the policy premium.

11. **JOHN M. THOMAS** did not use Victim Client #2's premium payment to secure the commercial property insurance policy as represented, but instead, on or about January 30, 2020, deposited the check from Victim Client #2 into his ServisFirst bank account ending in 6367.

12. On or about December 2, 2020, **JOHN M. THOMAS** emailed a fraudulent insurance Policy Declaration Page dated January 19, 2020, for a \$1.9 million commercial property insurance policy with Mt. Hawley Insurance Company and Renaissance Re Syndicate 1458 Lloyd's effective January 19, 2020, as evidence of insurance to Victim Client #2.

Victim Client #3

13. On or about July 29, 2019, **JOHN M. THOMAS** sent an invoice to Victim #3 seeking a premium payment of \$10,966.22 purportedly to secure a commercial property and general liability insurance policy with Canopus US Insurance company, then knowing he did not intend to use the funds to secure the insurance as represented.

14. On or about July 30, 2019, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure the insurance policy as represented in the invoice, Victim Client #3 issued a check for payment of \$10,966.22 to Thomas Insurance LLC for the policy premium.

15. **JOHN M. THOMAS** did not use Victim Client #3's premium payment to secure the insurance as represented, but instead, on or about August 1, 2019, deposited the check from Victim Client #3 into his ServisFirst bank account ending in 6367.

16. On or about December 5, 2019, Victim Client #3 emailed **JOHN M. THOMAS** requesting proof of hazard coverage for the commercial property.

17. On or about December 17, 2019, **JOHN M. THOMAS** emailed two fraudulent Evidence of Commercial Property Insurance forms dated July 25, 2019, for \$200,000 and \$563,600 commercial property insurance policies with Canopus US Insurance company effective August 13, 2019, as evidence of insurance to Victim Client #3's lender.

18. On or about August 10, 2020, **JOHN M. THOMAS** sent an invoice to Victim Client #3 seeking a premium payment of \$11,285.00 purportedly to secure a commercial property and general liability insurance policy with Canopus US Insurance company, then knowing he did not intend to use the funds to secure the commercial property and general liability insurance policies as represented.

19. On or about August 10, 2020, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure commercial property and general liability insurance as represented in the invoice, Victim Client #3 issued a check for payment of \$11,285.00 to Thomas Insurance LLC for the policy premium.

20. **JOHN M. THOMAS** did not use Victim Client #3's premium payment to secure the commercial property and general liability insurance policies as represented, but instead, on or about August 17, 2020, deposited the check from Victim Client #3 into his ServisFirst bank account ending in 6367.

Victim Client #4

21. On or about October 11, 2016, **JOHN M. THOMAS** sent an invoice to Victim Client #4 seeking a premium payment of \$30,300.00 purportedly to secure multiple commercial property and general liability insurance policies, then knowing he did not intend to use the funds to secure the insurance as represented.

22. On or about October 31, 2016, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure commercial property and general liability insurance as represented in the invoice, Victim Client #4 issued a check for payment of \$30,300.00 to Thomas Insurance LLC for the policy premiums.

23. **JOHN M. THOMAS** did not use Victim Client #4's premium payment to secure the insurance policies as represented, but instead, on or about November 15, 2016, deposited the check from Victim Client #4 into his ServisFirst bank account ending in 6367.

24. On or about August 4, 2017, Victim Client #4 emailed **JOHN M. THOMAS** requesting "an electronic copy of all our insurance policies" through Thomas Insurance LLC.

25. On or about August 7, 2017, **JOHN M. THOMAS** emailed a fraudulent Evidence of Commercial Property Insurance form dated October 4, 2016,

for a \$4,025,000 commercial property insurance policy with Lloyds of London effective October 4, 2016, as evidence of insurance to Victim Client #4.

Victim Client #5

26. On or about July 23, 2019, **JOHN M. THOMAS** emailed an invoice to Victim Client #5 seeking a premium payment of \$48,654.00 purportedly to secure a property insurance policy with “Lloyd’s,” then knowing he did not intend to use the funds to secure the insurance policy as represented.

27. On or about July 23, 2019, **JOHN M. THOMAS** also emailed a fraudulent Evidence of Commercial Property Insurance form dated July 22, 2019, for a \$7,925,000 commercial property insurance policy with Certain Underwriters at Lloyd’s effective August 3, 2019, as evidence of insurance to Victim Client #5.

28. On or about August 29, 2019, in reliance on **JOHN M. THOMAS’** representation that the funds would be used to secure commercial property insurance as represented in the emailed invoice, Victim Client #5 issued a check for a partial payment of \$12,136.50 to Thomas Insurance LLC for the policy premium.

29. **JOHN M. THOMAS** did not use Victim Client #5’s premium payment to secure the commercial property insurance policy as represented, but instead, on or about September 3, 2019, deposited the check from Victim Client #5 into his ServisFirst bank account ending in 6367.

30. On or about June 1, 2020, **JOHN M. THOMAS** emailed a fraudulent Commercial Property Policy Declarations Page dated August 3, 2019, for a \$9,053,665 commercial property insurance policy with Underwriters at Lloyds effective August 3, 2019, as evidence of insurance to Victim Client #5.

Victim Client #6

31. On or about March 13, 2019, **JOHN M. THOMAS** emailed a fraudulent insurance Policy Declarations Page dated March 13, 2019, for a \$800,000 property insurance policy with Lexington Insurance Company effective March 13, 2019, as evidence of insurance to Victim Client #6.

32. On or about April 29, 2019, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure property insurance as represented in the invoice, Victim Client #6 authorized a payment of \$5,790.00 to Thomas Insurance LLC using a credit card for the policy premium.

33. **JOHN M. THOMAS** did not use Victim Client #6's premium payment to secure the property insurance policy as represented, but instead, on or about April 30, 2019, transferred the credit card payment into his Synovus bank account ending in 4513.

Victim Client #7

34. On or about April 30, 2018, **JOHN M. THOMAS** emailed Victim Client #7 seeking a premium payment of \$4,205.61 purportedly to secure a property

insurance policy with Chubb, then knowing he did not intend to use the funds to secure the commercial property insurance as represented.

35. On or about April 30, 2018, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure commercial property insurance as represented in the email, Victim Client #7 issued a check for payment of \$4,205.61 to Thomas Insurance LLC for the policy premium.

36. **JOHN M. THOMAS** did not use Victim Client #7's premium payment to secure the commercial property insurance policy as represented, but instead, on or about May 2, 2018, deposited the check from Victim Client #7 into his ServisFirst bank account ending in 6367.

Victim Client #8

37. On or about March 12, 2019, **JOHN M. THOMAS** sent an email to Victim Client #8 seeking a premium payment of \$5,475.00 purportedly to secure a property insurance policy with Lexington Insurance Company, then knowing he did not intend to use the funds to secure the commercial property insurance as represented.

38. On or about April 1, 2019, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure the commercial property insurance as represented in the email, Victim Client #8 issued a check for payment of \$5,475.00 to Thomas Insurance LLC for the policy premium.

39. **JOHN M. THOMAS** did not use Victim Client #8's premium payment to secure the property insurance policy as represented, but instead, on or about April 3, 2019, deposited the check from Victim Client #8 into his ServisFirst bank account ending in 6367.

40. On or about April 9, 2020, **JOHN M. THOMAS** faxed a fraudulent Insurance Policy Declarations Page dated November 30, 2019, for a \$500,000 property insurance policy with Lexington Insurance Company effective November 30, 2019, as evidence of insurance to Victim Client #8's lender.

Victim Client #9

41. On or about May 19, 2020, **JOHN M. THOMAS** sent an email to Victim Client #9 seeking a premium payment of \$1,932.71 purportedly to secure a condominium unit owner's insurance policy renewal with Aspen Specialty Insurance Company, then knowing he did not intend to use the funds to secure the insurance as represented.

42. On or about May 21, 2020, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure insurance as represented in the email, Victim Client #9 issued a check for payment of \$1,932.71 to Thomas Insurance LLC for the policy premium.

43. **JOHN M. THOMAS** did not use Victim Client #9's premium payment to secure the insurance policy as represented, but instead, on or about June 1, 2020,

deposited the check from Victim Client #9 into his ServisFirst bank account ending in 6367.

44. On or about June 3, 2020, **JOHN M. THOMAS** emailed a fraudulent Insurance Policy Declarations Page dated May 21, 2020, for a \$500,000 insurance policy with Aspen Specialty Insurance Company as evidence of insurance to Victim Client #9.

Victim Client #10

45. On or about March 30, 2020, **JOHN M. THOMAS** sent an email to Victim Client #10 seeking a premium payment of \$4,423.00 purportedly to secure a property insurance policy with St. Johns Insurance company, then knowing he did not intend to use the funds to secure the property insurance as represented.

46. On or about April 16, 2020, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure property insurance as represented in the email, Victim Client #10 issued a check for payment of \$4,423.00 to Thomas Insurance LLC for the policy premium.

47. **JOHN M. THOMAS** did not use Victim Client #10's premium payment to secure the insurance policy as represented, but instead, on or about April 20, 2020, deposited the check from Victim Client #10 into his Synovus bank account ending in 4513.

48. On or about November 4, 2020, **JOHN M. THOMAS** emailed a fraudulent Insurance Policy Declarations Page dated April 9, 2020, for a \$635,000 insurance policy with St. Johns Insurance company effective April 9, 2020, as evidence of insurance to Victim Client #10.

Victim Client #11

49. On or about January 17, 2019, **JOHN M. THOMAS** sent a fraudulent Prime Rate Premium Finance Corporation agreement to Victim Client #11 seeking a premium payment purportedly to secure property insurance to be paid in eight monthly installments of \$341.13, then knowing he did not intend to use the funds to secure the insurance as represented.

50. On or about August 10, 2020, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure insurance as represented, Victim Client #11 authorized a payment of \$341.13 using a credit card to Thomas Insurance LLC for the policy premium.

51. **JOHN M. THOMAS** did not use Victim Client #11's premium payment to secure the insurance policy as represented, but instead, on or about August 11, 2020, transferred the premium payment into his Synovus bank account ending in 4513.

52. On or about March 2, 2020, **JOHN M. THOMAS** emailed a fraudulent Certificate of Liability Insurance dated July 1, 2019, for a \$2 million commercial

general liability insurance policy with Aspen Limited Insurance Company effective July 1, 2019, to Company A, a customer of Victim Client #11, as evidence of insurance.

Victim Client #12

53. On or about August 15, 2018, **JOHN M. THOMAS** sent an invoice to Victim Client #12 seeking a premium payment of \$5,438.00 purportedly to secure a property insurance policy, then knowing he did not intend to use the funds to secure the property insurance as represented.

54. On or about September 4, 2018, **JOHN M. THOMAS** emailed a fraudulent Insurance Policy Declarations Page dated August 1, 2018, for a one-year, \$595,000 homeowner's property insurance policy with Lexington Insurance Company effective August 1, 2018, as evidence of insurance to Victim Client #12.

55. On or about September 4, 2018, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure insurance as represented in the invoice, Victim Client #12 issued a check for payment of \$5,438.00 to Thomas Insurance LLC for the policy premium.

56. **JOHN M. THOMAS** did not use Victim Client #12's premium payment to secure the insurance policy as represented, but instead, on or about September 11, 2018, deposited the check from Victim Client #12 into his ServisFirst bank account ending in 6367.

Victim Client #13

57. On or about November 27, 2018, **JOHN M. THOMAS** sent an invoice to Victim Client #13 seeking a premium payment of \$2,130.00 purportedly to secure an Employment Practices Liability Insurance Policy with Great American Insurance Company, then knowing he did not intend to use the funds to secure the insurance as represented.

58. On or about December 6, 2018, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure insurance as represented in the invoice, Victim Client #13 issued a check for payment of \$2,130.00 to Thomas Insurance LLC for the policy premium.

59. **JOHN M. THOMAS** did not use Victim Client #13's premium payment to secure the insurance policy as represented, but instead, on or about December 14, 2018, **JOHN M. THOMAS** deposited the check from Victim Client #13 into his Synovus bank account ending in 4513.

60. On or about March 8, 2019, Victim Client #13 emailed **JOHN M. THOMAS** requesting "full copies of All the business policies" through Thomas Insurance LLC.

61. On or about March 12, 2019, **JOHN M. THOMAS** emailed a fraudulent Insurance Policy Declarations Page for a \$500,000 insurance policy with

Great American Insurance Company effective November 27, 2018, as evidence of insurance to Victim Client #13.

Victim Client #14.

62. On or about January 21, 2020, **JOHN M. THOMAS** sent an invoice to Victim Client #14 seeking a premium payment of \$4,937.00 purportedly to secure a commercial insurance policy, then knowing he did not intend to use the funds to secure the insurance as represented.

63. On or about January 30, 2020, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure the insurance as represented in the invoice, Victim Client #14 issued a check for a partial payment of \$1,974.80 to Thomas Insurance LLC for the policy premium.

64. **JOHN M. THOMAS** did not use Victim Client #14's premium payment to secure the insurance policy as represented, but instead, on or about February 4, 2020, deposited the check from Victim Client #14 into his Synovus bank account ending in 4513.

65. On or about February 5, 2020, Victim Client #14 emailed **JOHN M. THOMAS** requesting "proof of insurance" to provide to the bank.

66. On or about February 7, 2020, **JOHN M. THOMAS** emailed a fraudulent Evidence of Commercial Property Insurance form for a \$1,260,000

commercial insurance policy with Certain Underwriters at Lloyds effective January 30, 2020, as evidence of insurance to Victim Client #14.

Victim Client #15

67. On or about January 7, 2016, **JOHN M. THOMAS** emailed an invoice to Victim Client #15 seeking a premium payment of \$4,209.17 purportedly to secure a Business Owners Policy, then knowing he did not intend to use the funds to secure the insurance as represented.

68. On or about January 7, 2016, **JOHN M. THOMAS** emailed a fraudulent Evidence of Commercial Property Insurance form for a \$115,000 commercial insurance policy with Aspen Insurance UK effective December 23, 2015, as evidence of insurance to Victim Client #15.

69. On or about December 17, 2018, **JOHN M. THOMAS** sent an invoice to Victim Client #15 seeking a premium payment of \$4,410.00 purportedly to secure a Business Owners Policy with Aspen UK insurance company, then knowing he did not intend to use the funds to secure the insurance as represented.

70. On or about December 28, 2018, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure the insurance as represented in the invoice, Victim Client #15 issued a check for payment of \$4,410.00 to Thomas Insurance LLC for the policy premium.

71. **JOHN M. THOMAS** did not use Victim Client #15's premium payment to secure the insurance policy as represented, but instead, on or about December 28, 2018, deposited the check from Victim Client #15 into his ServisFirst bank account ending in 6367.

72. On or about April 16, 2020, in reliance on **JOHN M. THOMAS'** representation that the funds would be used to secure insurance, Victim Client #15 issued a check for payment of \$4,410.00 to Thomas Insurance LLC for the policy premium.

73. **JOHN M. THOMAS** did not use Victim Client #15's premium payment to secure the insurance policy as represented, but instead, on or about May 1, 2020, deposited the check from Victim Client #15 into his ServisFirst bank account ending in 6367.

74. On or about May 29, 2020, **JOHN M. THOMAS** emailed two fictitious letters that he created purportedly to be from Aspen Insurance dated May 12, 2020, denying claims for property loss due to coronavirus to Victim Client #15, knowing the letters were fictitious and the policy did not exist.

D. THE EXECUTION

On or about the dates listed below, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

for the purpose of executing this scheme to defraud, did knowingly cause the following wire communications to be transmitted in interstate commerce:

COUNT	DATE	WIRE COMMUNICATION
One	October 13, 2020	Email to Victim Client #1
Two	January 24, 2020	Email to Victim Client #2
Three	December 17, 2019	Email to Victim Client #3's lender
Four	August 7, 2017	Email to Victim Client #4
Five	June 1, 2020	Email to Victim Client #5
Six	March 13, 2019	Email to Victim Client #6
Seven	April 30, 2018	Email to Victim Client #7
Eight	April 9, 2020	Fax to Victim Client #8's lender
Nine	June 3, 2020	Email to Victim Client #9
Ten	November 4, 2020	Email to Victim Client #10
Eleven	March 2, 2020	Email to Company A, Victim Client #11's customer
Twelve	September 4, 2018	Email to Victim Client #12
Thirteen	March 12, 2019	Email to Victim Client #13
Fourteen	February 7, 2020	Email to Victim Client #14
Fifteen	May 29, 2020	Email to Victim Client #15

In violation of Title 18, United States Code, Sections 1343 and 2.

COUNT SIXTEEN

A. INTRODUCTION

The allegations contained in paragraphs A1 through A4, of Counts One through Fifteen are incorporated by reference as if fully set forth herein.

B. THE CHARGE

Between on or about January 12, 2016, and on or about June 3, 2020, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

did knowingly and willfully devise and intend to devise a scheme to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing this scheme did knowingly cause wire communications to be transmitted in interstate commerce.

C. THE SCHEME TO DEFRAUD

It was part of the scheme that:

1. On or about January 12, 2016, Defendant **JOHN M. THOMAS** falsely and fraudulently represented that he had obtained an annuity for J.T. when, in fact, he had not. **THOMAS** did not secure or attempt to secure the annuity for J.T., but provided J.T. with a fraudulent contract to show an annuity had been obtained.

2. On or about January 13, 2016, **JOHN M. THOMAS** deposited into his Compass bank account approximately \$90,000.00 from J.T., which was intended by J.T. to be used to purchase an annuity, but was not applied to pay for such annuity. Instead, **THOMAS** converted the payment to his own personal use.

3. On or about March 5, 2020, **JOHN M. THOMAS** emailed a fraudulent portfolio summary purportedly showing a balance of \$90,000 with Fidelity Investments to J.T., knowing the annuity and portfolio were fictitious.

4. On or about June 3, 2020, J.T. requested **JOHN M. THOMAS** withdraw money from the annuity so it could be used for a down payment to purchase a residence. **THOMAS** told J.T. it was not a good idea to withdraw more than \$30,000 from the annuity, which **THOMAS** knew did not exist. Instead, **THOMAS** provided J.T. a check for \$30,000.00 from **THOMAS'** ServisFirst bank account ending in 6367.

D. THE EXECUTION

On or about the March 5, 2020, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

for the purpose of executing this scheme to defraud, did knowingly cause a wire communication to be transmitted in interstate commerce, namely, the defendant sent an email to J.T. containing a fraudulent Fidelity Investments statement.

In violation of Title 18, United States Code, Sections 1343 and 2.

COUNT SEVENTEEN

On or about August 29, 2016, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

did knowingly engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, that is, the defendant paid \$25,000, using a check from his ServisFirst bank account ending in 6367, to Company B for an installment payment for the restoration of the defendant's 1979 Jeep CJ7, which funds, in fact, were derived from a specified unlawful activity, namely, wire fraud in violation of Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1957.

COUNT EIGHTEEN

On or about April 4, 2018, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

did knowingly engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, that is, the defendant paid \$16,896.00 using a check from his ServisFirst bank account ending in 6367 for a partial payment for an African safari to Company C, which funds, in fact, were derived from a specified unlawful activity, namely, wire fraud in violation of Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1957.

COUNT NINETEEN

On or about April 6, 2020, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

did knowingly engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, that is, the defendant paid \$40,000.00, using a wire transfer from his ServisFirst bank account ending in 6367 to Company D for the purchase of real estate in Park City, Utah, which funds, in fact, were derived from a specified unlawful activity, namely, wire fraud in violation of Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1957.

COUNT TWENTY

On or about July 17, 2020, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

did knowingly engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, that is, the defendant paid \$44,350.00, using a check from his ServisFirst bank account ending in 6367, to Company E for a metal roof at the defendant's residence in Gulf Breeze, Florida,

which funds, in fact, were derived from a specified unlawful activity, namely, wire fraud in violation of Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1957.

COUNT TWENTY-ONE

On or about January 4, 2017, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

did knowingly conduct and attempt to conduct a financial transaction affecting interstate and foreign commerce, to wit, the defendant transferred \$50,000 from his ServisFirst bank account ending in 6367 to his JSSK Family Trust ServisFirst bank account ending in 6433, that was then transferred, using a check for \$41,500.00, to Company F to purchase a 2017 Lexus model GX460, which involved the proceeds of a specified unlawful activity, that is wire fraud in violation of Title 18, United States Code, Section 1343, knowing that the transaction was designed in whole and in part to conceal and disguise, the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity and that while conducting and attempting to conduct such financial transaction knew that the property involved in the financial transaction represented the proceeds of some form of unlawful activity.

In violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.

COUNT TWENTY-TWO

On or about February 26, 2019, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

did knowingly conduct and attempt to conduct a financial transaction affecting interstate and foreign commerce, to wit, the defendant transferred \$278,730.14 from his ServisFirst bank account ending in 6367, to his JSSK Family Trust ServisFirst bank account ending in 6433, that was then transferred, using a wire transfer, to Company G to purchase a condominium on Pensacola Beach, Florida, which involved the proceeds of a specified unlawful activity, that is wire fraud in violation of Title 18, United States Code, Section 1343, knowing that the transaction was designed in whole and in part to conceal and disguise, the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity and that while conducting and attempting to conduct such financial transaction knew that the property involved in the financial transaction represented the proceeds of some form of unlawful activity.

In violation of Title 18, United States Code, Section 1956(a)(1)(B)(i) and 2.

COUNT TWENTY-THREE

On or about December 2, 2019, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

did knowingly conduct and attempt to conduct a financial transaction affecting interstate and foreign commerce, to wit, the defendant exchanged \$30,469.80, using a check from his ServisFirst bank account ending in 6367, to Company H for 20 one-ounce gold coins, which involved the proceeds of a specified unlawful activity, that is wire fraud in violation of Title 18, United States Code, Section 1343, knowing that the transaction was designed in whole and in part to conceal and disguise, the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity and that while conducting and attempting to conduct such financial transaction knew that the property involved in the financial transaction represented the proceeds of some form of unlawful activity.

In violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

COUNT TWENTY-FOUR

On or about December 6, 2019, in the Northern District of Florida, the defendant,

JOHN M. THOMAS,

did knowingly conduct and attempt to conduct a financial transaction affecting interstate and foreign commerce, to wit, the defendant transferred \$97,557.19 from his ServisFirst bank account ending in 6367, to his E*Trade brokerage account ending in 4362, which involved the proceeds of a specified unlawful activity, that is

wire fraud in violation of Title 18, United States Code, Section 1343, knowing that the transaction was designed in whole and in part to conceal and disguise, the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity and that while conducting and attempting to conduct such financial transaction knew that the property involved in the financial transaction represented the proceeds of some form of unlawful activity.

In violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

CRIMINAL FORFEITURE

The allegations in Counts One through Twenty-Four of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeiture. From the defendant's engagement in the violations alleged in Counts One through Twenty-Four of this Indictment, the defendant,

JOHN M. THOMAS,

shall forfeit to the United States of America:

(A) pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), upon conviction of an offense in violation of Title 18, United States Code, Section 1343, any and all of the defendant's right, title, and interest in any property, real and personal, constituting and derived from proceeds traceable to such offenses;

(B) pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of an offense in violation of Title 18, United States Code, Sections 1956 and 1957, any and all of the defendant's right, title, and interest in any property, real and personal, involved in such offenses, and any property traceable to such property; and

The property to be forfeited includes, but is not limited to, the following:

- i. A 1979 Jeep CJ7 Roadster with VIN J9F93AH074309;
- ii. A 2017 Lexus model GX460 luxury sport utility vehicle with VIN JTJJM7FX4H5158634;
- iii. A 2019 Subaru model Crosstrek Limited wagon with VIN JF2GTANC2K8394539;
- iv. A 2013 Lexus model RX350 with VIN 2T2ZK1BA0DC110664;
- v. \$1,217.63 seized from Synovus Bank account ending in 4513 held in the name of "Thomas Insurance, LLC";
- vi. \$15,200.00 in Wells Fargo Bank cashier's check number 0737903872 in the amount of \$15,200.00 made payable to United States Marshals Service;
- vii. \$17,500.00 in US Bank cashier's check number 4696512711 in the amount of \$17,500.00 made payable to United States Marshals Service;

- viii. \$24,269.25 seized from America First Federal Credit Union account ending in 7334 held in the name of “John Thomas”;
- ix. \$2,478.17 seized from Charles Schwab account ending in 4609 held in the name of “JSSK Family Trust”;
- x. \$165,020.83 seized from E*Trade account ending in 5699 held in the name of “Shana S. Thomas”;
- xi. \$143,237.15 seized from E*Trade account ending in 1990 held in the name of “John M. Thomas”;
- xii. the real property located at 5 Portofino Drive #1006, Pensacola Beach, Escambia County, Florida, Property Tax ID # 282S261000667003, titled in the name of “The JSSK Family Trust Dated October 7, 2014,” more particularly described as:

Unit 1006 of Portofino Tower Five, a Condominium, along with the exclusive right to the use of certain limited common elements known as Parking Spaces 167 and 169 and Storage Area 81, according to the Declaration of Condominium thereof recorded in Official Records Book 5874, page 871, of the Public Records of Escambia County, Florida and all amendments thereto, together with its undivided share in the common Elements;

- xiii. the real property located at 2001 High Street, Park City, Summit County, Utah, Parcel # CCRS-1-15, titled in the name of “John Michael

Thomas and Shana Sheppard Thomas as Trustees of the JSSK Family

Trust dated October 7, 2014,” more particularly described as:

Unit 15, CANYON CROSSING CONDOMINIUMS, PHASE I, a Utah Condominium Project, together with its appurtenant undivided ownership interest in and to the common areas and facilities, as established and described in the Record of Survey Map recorded December 16, 1998 as Entry No. 525308, and in the Declaration of Condominium of Canyon Crossing Condominiums recorded December 16, 1998 as Entry No. 525310, in Book 1211, at Page 602, of the Official Records of Summit County, Utah; and

xiv. the real property located at 1010 W. Garden Street, Pensacola, Florida,

more particularly described as:

Lot Nineteen (19) and West half (W1/2) of Lot Twenty (20), in Block Fifty Two (52), of The Maxent Tract, according to map of said City copyrighted by Thomas C. Watson in 1906, said property having a frontage of 45 feet on the North side of Garden Street by a depth of 125 feet, Escambia County, Florida.

If any of the property described above as being subject to forfeiture, as a result of any act or omission of the defendant:

- i. cannot be located upon the exercise of due diligence;
- ii. has been transferred or sold to, or deposited with, a third person;
- iii. has been placed beyond the jurisdiction of this Court;
- iv. has been substantially diminished in value; or
- v. has been commingled with other property that cannot be divided without difficulty,

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

A TRUE BILL:




FOREPERSON

DATE 7/6/2021



JASON R. COODY
Acting United States Attorney



JEFFREY M. THARP
Assistant United States Attorney