

The public should not infer cooperation from skipped entries on the docket sheet because the court's practice is to seal any number of documents.

CLOSED, TRIAL-OMAHA

**U.S. District Court
District of Nebraska (8 Omaha)
CRIMINAL DOCKET FOR CASE #: 8:17-cr-00031-LSC-FG3-1**

Case title: USA v. Tincher

Date Filed: 03/13/2017

Date Terminated: 07/05/2017

Assigned to: Chief Judge Laurie Smith
Camp
Referred to: Magistrate Judge F.A.
Gossett

Defendant (1)

Mark A. Tincher

TERMINATED: 07/05/2017

represented by **Mark F. Enenbach**

MCGRATH, NORTH LAW FIRM

1601 Dodge Street

Suite 3700, First National Tower

Omaha, NE 68102-1627

(402) 341-3070

Fax: (402) 341-0216

Email: menenbach@mcgrathnorth.com

ATTORNEY TO BE NOTICED

Designation: Retained

William F. Hargens

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ATTORNEY TO BE NOTICED

Designation: Retained

Pending Counts

18:1344(1) BANK FRAUD

(1)

Disposition

Defendant pleaded guilty to count I of the Information and is committed to the custody of the Bureau of Prisons for a

term of time served; 5 years supervised release with special conditions; \$100 Special Assessment (paid); \$50,000 fine; \$833,404.65 restitution;

Highest Offense Level (Opening)

Felony

Terminated Counts

None

Disposition

Highest Offense Level (Terminated)

None

Complaints

None

Disposition

Plaintiff

USA

represented by **Susan T. Lehr**
 U.S. ATTORNEY'S OFFICE -
 OMAHA
 1620 Dodge Street
 Suite 1400
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ATTORNEY TO BE NOTICED
Designation: Assistant U.S. Attorney

Date Filed	#	Docket Text
02/03/2017	1	TEXT ORDER SETTING CHANGE OF PLEA HEARING as to defendant Mark A. Tincher. Defendant requests a Rule 11 Hearing. Change of Plea Hearing set for 3/13/2017 at 03:30 PM in Courtroom 2, Roman L. Hruska Federal Courthouse, 111 South 18th Plaza, Omaha, NE before Chief Judge Laurie Smith Camp. At least two (2) working days in advance of the plea proceeding above, counsel for plaintiff and for defendant shall email to the undersigned judge a copy of the following - (a) a copy of the Petition to Enter A Guilty Plea; (b) a copy of any plea agreement; and (c) a copy of any charging document not yet on file. The time between today's date and the date of the hearing is excluded under 18 U.S.C. 3161(h)(7)(A) & (B). The ends of justice outweigh the best interest of the public and defendant in a speedy trial, and the failure to grant a continuance would result in a miscarriage of justice. Ordered

		by Chief Judge Laurie Smith Camp. (E-mailed to counsel) (MKR) (Entered: 02/03/2017)
03/13/2017	3	INFORMATION as to defendant Mark A. Tincher. (GJG) (Entered: 03/14/2017)
03/13/2017	4	CRIMINAL COVER SHEET as to defendant Mark A. Tincher. ACCESS TO THE PDF DOCUMENT IS RESTRICTED TO CASE PARTICIPANTS AND THE COURT PURSUANT TO THE E-GOVERNMENT ACT AND FEDERAL RULE OF CRIMINAL PROCEDURE 49.1(a). ALL COUNSEL OF RECORD IN MULTI-DEFENDANT CASES MAY ACCESS THIS DOCUMENT. (GJG) (Entered: 03/14/2017)
03/13/2017	5	TEXT MINUTE ENTRY for proceedings held before Chief Judge Laurie Smith Camp as to defendant Mark A. Tincher. Arraignment/Change of Plea Hearing held on 3/13/2017. Defendant arraigned on Information; Waiver of Indictment; Defendant enters a plea of guilty to Count I of the Information; The plea of guilty is accepted. Plea Agreement not approved at this time, pending review of Presentence Investigation. Presentence Investigation and Report requested. Presentence Investigation Packet handed to defendant's counsel. Sentencing is scheduled June 12, 2017 at 10:00 a.m. before Judge Smith Camp. Defendant released on his own recognizance. Appearance for plaintiff: Susan T. Lehr; Appearance for defendant: Mark Enenbach and William F. Hargens, Retained; No interpreter used during hearing. Courtroom Deputy: Mary Roundtree; Court Reporter: Brenda L. Fauber; Time Start: 3:34 PM ; Time Stop: 3:51 PM; Time in Court: 17 Minutes. (MKR) Modified on 3/15/2017 to remove that the defendant is remanded to USM(MKR). (Entered: 03/14/2017)
03/13/2017	7	PETITION to enter plea of guilty as to defendant Mark A. Tincher. (GJG) (Entered: 03/14/2017)
03/13/2017	8	PLEA AGREEMENT as to defendant Mark A. Tincher. (GJG) (Entered: 03/14/2017)
03/14/2017	6	WAIVER of Indictment by Attorney Mark F. Enenbach as to defendant Mark A. Tincher. (GJG) (Entered: 03/14/2017)
03/14/2017	9	ORDER ON SENTENCING SCHEDULE as to defendant Mark A. Tincher. Sentencing set for 6/12/2017 at 10:00 AM in Courtroom 2, Roman L. Hruska Federal Courthouse, 111 South 18th Plaza, Omaha, NE before Chief Judge Laurie Smith Camp. Ordered by Chief Judge Laurie Smith Camp. (MKR) (Entered: 03/14/2017)
05/01/2017	10	AMENDED ORDER ON SENTENCING SCHEDULE as to defendant Mark A. Tincher. Sentencing set for 6/12/2017 at 10:00 AM in Courtroom 2, Roman L. Hruska Federal Courthouse, 111 South 18th Plaza, Omaha, NE before Chief Judge Laurie Smith Camp. Ordered by Chief Judge Laurie Smith Camp. (MKR) (Entered: 05/01/2017)
05/10/2017	11	UNOPPOSED MOTION to Extend <i>Deadlines</i> regarding Order on Sentencing Schedule, 10 by Attorney Mark F. Enenbach as to defendant(s) Mark A. Tincher. (Enenbach, Mark) (Entered: 05/10/2017)

05/16/2017	12	ADOPTION OF/STATEMENT REGARDING PRESENTENCE REPORT <i>Revised</i> by Attorney Susan T. Lehr as to defendant(s) Mark A. Tincher. (Lehr, Susan) (Entered: 05/16/2017)
05/22/2017	13	OBJECTION TO PRESENTENCE INVESTIGATION REPORT - as to Mark A. Tincher (<i>Revised PSR</i>) by Attorney Mark F. Enenbach as to defendant(s) Mark A. Tincher. (Enenbach, Mark) (Entered: 05/22/2017)
05/22/2017	14	UNOPPOSED MOTION to file under Seal by Attorney Mark F. Enenbach as to defendant(s) Mark A. Tincher. (Enenbach, Mark) (Entered: 05/22/2017)
05/23/2017	16	TEXT ORDER granting the 14 Motion to Seal as to Mark A. Tincher (1). Filing 15 shall be sealed. Ordered by Chief Judge Laurie Smith Camp. (MKR) (Entered: 05/23/2017)
06/06/2017	17	2nd AMENDED ORDER ON SENTENCING SCHEDULE as to defendant Mark A. Tincher. Sentencing is continued to 6/26/2017 at 01:00 PM in Courtroom 2, Roman L. Hruska Federal Courthouse, 111 South 18th Plaza, Omaha, NE before Chief Judge Laurie Smith Camp). Ordered by Chief Judge Laurie Smith Camp. (MKR) (Entered: 06/06/2017)
06/07/2017	18	TEXT NOTICE OF HEARING regarding Order on Sentencing Schedule 17 as to defendant Mark A. Tincher. On the motion of the court, the Sentencing time is changed to 01:30 PM on 6/26/2017 in Courtroom 2, Roman L. Hruska Federal Courthouse, 111 South 18th Plaza, Omaha, NE before Chief Judge Laurie Smith Camp. (MKR) (Entered: 06/07/2017)
06/26/2017	24	TEXT MINUTE ENTRY for proceedings held before Chief Judge Laurie Smith Camp as to defendant Mark A. Tincher. Sentencing held on 6/26/2017. Presentence Investigation Report is adopted. Plea agreement accepted. Defendant's Objections to the Presentence Report 13 is denied; Defendant is sentenced to: Bureau of Prisons for a term of time served; Supervised Release for a term of 5 years; Special Assessment in the amount of \$100.00; Fine in the amount of \$50,000.00; Restitution in the amount of \$833,404.65; Defendant released on conditions of supervision; Appearance for plaintiff: Susan T. Lehr; Appearance for defendant: Mark F. Enenbach and William F. Hargens, Retained; No interpreter used during hearing. Courtroom Deputy: Mary Roundtree; Court Reporter: Brenda L. Fauber; Time Start: 1:30 PM; Time Stop: 2:01 PM; Time in Court:31 Minutes. (MKR,) (Entered: 06/26/2017)
07/05/2017	25	JUDGMENT as to Mark A. Tincher. The defendant pleaded guilty to count I of the Information and is committed to the custody of the Bureau of Prisons for a term of time served; 5 years supervised release with special conditions; \$100 Special Assessment (paid); \$50,000 fine; \$833,404.65 restitution. Ordered by Chief Judge Laurie Smith Camp. (4 Certified copies to USM)(TCL) (Entered: 07/05/2017)

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02/08/2018 14:27:50

PACER Login:	tcn22015:2610667:0	Client Code:	
Description:	Docket Report	Search Criteria:	8:17-cr-00031-LSC-FG3
Billable Pages:	3	Cost:	0.30

FILED
U.S. DISTRICT COURT
DISTRICT OF NEBRASKA

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

2017 MAR 13 PM 4:31

UNITED STATES OF AMERICA,

Plaintiff,

vs.

MARK A. TINCHER,

Defendant.

OFFICE OF THE CLERK

8:17CR31
8:16CR

PLEA AGREEMENT

IT IS HEREBY AGREED between the plaintiff, United States of America, through its counsel, Deborah R. Gilg, United States Attorney and Susan T. Lehr, Assistant United States Attorney, and defendant, Mark A. Tincher, and Mark Enenbach and William Hargens, counsel for defendant, as follows:

I

THE PLEA

A. CHARGE & RESTITUTION ALLEGATIONS.

Defendant agrees to waive Indictment and plead guilty to Count I of an Information. Count I charges a violation of Title 18, United States Code, Section 1344(1).

B. In exchange for the defendant's plea of guilty as indicated above, the United States agrees as follows:

1. Defendant agrees to admit and stipulate that the court shall order restitution as it relates to the offense of conviction and restitution for uncharged misconduct from September 26, 2008, and continuing through May 10, 2011, for a total amount of \$833,404.65.

2. The United States agrees that the defendant will not be federally prosecuted in the District of Nebraska for other bank fraud crimes of which the government is aware that may have occurred from July 8, 2008, and continuing until on or about February 9, 2015. This agreement not to prosecute the Defendant for specific crimes does not prevent any prosecuting authority from prosecuting the Defendant for any other crime, or for any crime involving physical injury or death.

II

NATURE OF THE OFFENSE

A. **ELEMENTS EXPLAINED.**

Defendant understands that the offense to which defendant is pleading guilty has the following elements:

1. Defendant knowingly executed and attempted to execute a scheme and artifice to defraud Plattsmouth State Bank, Arbor Bank, Murray State Bank and Glenwood State Bank intentionally by means of fraudulent pretenses, representations or promises;
2. Defendant did so with the intent to defraud;
3. That each of the banks was insured by the Federal Deposit Insurance Corporation.

B. **ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS.**

Defendant has fully discussed the facts of this case with defense counsel. Defendant has committed each of the elements of the crime, and admits that there is a factual basis for this guilty plea. The following facts are true and undisputed.

1. From on or about April 1, 2010, to on or about June 2, 2010, the defendant maintained checking accounts at Plattsmouth State Bank for Tincher Chevrolet, Tincher Ford-Mercury, Tincher Chrysler-Dodge-Jeep, Tincher Investment Company and Asphalt Solutions. He maintained a checking account at Arbor Bank for TD Development Properties, LLC. He maintained checking accounts at Murray State Bank for Tincher Investments and Mark Tincher Farm Account. He maintained a checking account at Glenwood State Bank for MidAmerica Motorplex, Inc. Plattsmouth State Bank, Arbor Bank, Murray State Bank and Glenwood State Bank are all insured by the Federal Deposit Insurance Corporation.

2. It was the practice at Plattsmouth State Bank, Arbor Bank, Murray State Bank and Glenwood State Bank to forward to processing centers checks drawn upon other banks and presented for deposit into Plattsmouth State Bank, Arbor Bank, Murray State Bank and Glenwood State Bank accounts. Ultimately, these checks would be transmitted to the bank of origin for payment. There usually would be a delay of at least a day, and often several days, between the time that a check was deposited in Plattsmouth State Bank, Arbor Bank, Murray State Bank and Glenwood State Bank and the time that check was processed, transmitted and ultimately presented to the bank of origin to be paid from funds available in the account of the check writer (Tincher).

3. It was the practice at Plattsmouth State Bank, Arbor Bank, Murray State Bank and Glenwood State Bank to credit the bank accounts of established customers' funds, equaling the face value of checks deposited into the accounts without requiring a delay to verify that the checks so deposited would be honored by the banks upon which they were drawn. Tincher was considered an "established customer".

4. From on or about April 1, 2010, to on or about June 2, 2010, Tincher conducted a scheme whereby he manipulated checks between the four banks to create artificially inflated bank balances through the utilization of float, then used the inflated bank balances for business purposes. Approximately \$790,000.00 was involved in the scheme.

III

PENALTIES

A. COUNT I. Defendant understands that the crime to which defendant is pleading guilty carries the following penalties:

1. A maximum 30 years in prison;
2. A maximum \$1,000,000 fine;
3. A mandatory special assessment of \$100 per count; and
4. A term of supervised release of not more than 5 years. Defendant understands that failure to comply with any of the conditions of supervised release may result in revocation of supervised release, requiring defendant to serve in prison all or part of the term of supervised release.
5. Possible ineligibility for certain Federal benefits.

IV

AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE DISTRICT OF NEBRASKA

This plea agreement is limited to the United States Attorney's Office for the District of Nebraska, and cannot bind any other federal, state or local prosecuting, administrative, or regulatory authorities.

PARTIES' SENTENCING RECOMMENDATIONS

A. SENTENCING GUIDELINE CALCULATIONS.

Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), the parties agree the defendant shall receive a sentence of five (5) years' probation and ordered to pay restitution in the amount of \$833,404.65. Any fine to be levied will be in the court's discretion.

1. Restitution is due and payable immediately to the Clerk of the Federal District Court of Nebraska, subject to the payment schedule as set forth in the Loan Payment Schedule attached hereto as Exhibit "A".

2. The Defendant understands that a schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on methods, available to the United States to enforce the judgment. If incarcerated, the Defendant agrees to participate in the Bureau of Prisons Inmate Financial Responsibility Program, regardless whether the Court specifically directs participation or imposes a payment schedule. Pursuant to 18 U.S.C. § 3613, whatever monetary penalties are imposed by the Court will be due immediately and subject to immediate enforcement by the United States as provided for in Section 3613. The Defendant agrees to provide all of Defendant's financial information to the United States and the Probation Officer, and agrees, if requested, to participate in a pre-sentencing debtor exam.

B. ADJUSTMENTS, DEPARTURES & REDUCTIONS UNDER 18 U.S.C. § 3553(a).

The parties agree that defendant may not request or recommend additional downward adjustments, departures, including criminal history departures under U.S.S.G. § 4A1.3, and sentence reductions under 18 U.S.C. § 3553(a).

C. “FACTUAL BASIS” AND “RELEVANT CONDUCT” INFORMATION.

The parties agree that the facts in the “factual basis” paragraph of this agreement, if any, are true, and may be considered as “relevant conduct” under U.S.S.G. § 1B1.3 and as the nature and circumstances of the offense under 18 U.S.C. § 3553(a)(1).

The parties agree that all information known by the office of United States Pretrial Service may be used by the Probation Office in submitting its presentence report, and may be disclosed to the court for purposes of sentencing.

VI

DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

The defendant hereby knowingly and expressly waives any and all rights to appeal the defendant's conviction and sentence, including any restitution order in this case, and including a waiver of all motions, defenses, and objections which the defendant could assert to the charges or to the Court's entry of Judgment against the defendant, and including review pursuant to 18 U.S.C. § 3742 of any sentence imposed, except:

- (a) As provided in Section I above, (if this is a conditional guilty plea); and
- (b) A claim of ineffective assistance of counsel.

The defendant further knowingly and expressly waives any and all rights to contest the defendant's conviction and sentence in any post-conviction proceedings, including any proceedings under 28 U.S.C. § 2255, except:

- (a) The right to timely challenge the defendant's conviction and the sentence of the Court should the Eighth Circuit Court of Appeals or the United States Supreme Court later find that the charge to which the defendant is agreeing to plead guilty fails to state a crime.
- (b) The right to seek post-conviction relief based on ineffective assistance of counsel.

If defendant breaches this plea agreement, at any time, in any way, including, but not limited to, appealing or collaterally attacking the conviction or sentence, the United States may prosecute defendant for any counts, including those with mandatory minimum sentences, dismissed or not charged pursuant to this plea agreement. Additionally, the United States may use any factual admissions made by defendant pursuant to this plea agreement in any such prosecution.

VII

BREACH OF AGREEMENT

Should it be concluded by the United States that the defendant has committed a crime subsequent to signing the plea agreement, or otherwise violated this plea agreement, the defendant shall then be subject to prosecution for any federal, state, or local crime(s) which this agreement otherwise anticipated would be dismissed or not prosecuted. Any such prosecution(s) may be premised upon any information, statement, or testimony provided by the defendant.

In the event the defendant commits a crime or otherwise violates any term or condition of this plea agreement, the defendant shall not, because of such violation of this agreement, be allowed to withdraw the defendant's plea of guilty, and the United States will be relieved of any obligation it otherwise has under this agreement, and may withdraw any motions for dismissal of charges or for sentence relief it had already filed.

VIII

SCOPE OF AGREEMENT

A. This plea agreement embodies the entire agreement between the parties and supersedes any other agreement, written or oral.

B. By signing this agreement, the defendant agrees that the time between the date the defendant signs this agreement and the date of the guilty plea will be excluded under the Speedy Trial Act. The defendant stipulates that such period of delay is necessary in order for the defendant to have opportunity to enter the anticipated plea of guilty, and that the ends of justice served by such period of delay outweigh the best interest of the defendant and the public in a speedy trial.

C. The United States may use against the defendant any disclosure(s) the defendant has made pursuant to this agreement in any civil proceeding. Nothing contained in this agreement shall in any manner limit the defendant's civil liability which may otherwise be found to exist, or in any manner limit or prevent the United States from pursuing any applicable civil remedy, including but not limited to remedies regarding asset forfeiture and/or taxation.

D. Pursuant to 18 U.S.C. § 3013, the defendant will pay to the Clerk of the District Court the mandatory special assessment of \$100 for each felony count to which the defendant pleads guilty. The defendant will make this payment at or before the time of sentencing.

E. By signing this agreement, the defendant waives the right to withdraw the defendant's plea of guilty pursuant to Federal Rule of Criminal Procedure 11(d). The defendant may only withdraw the guilty plea in the event the court rejects the plea agreement pursuant to Federal Rule of Criminal Procedure 11(c)(5). Furthermore, defendant understands that if the court rejects the plea agreement, whether or not defendant withdraws the guilty plea, the United States is relieved of any obligation it had under the agreement and defendant shall be subject to prosecution for any federal, state, or local crime(s) which this agreement otherwise anticipated would be dismissed or not prosecuted.

F. This agreement may be withdrawn by the United States at any time prior to its being signed by all parties.

IX

MODIFICATION OF AGREEMENT MUST BE IN WRITING

This agreement ends all plea discussions. No promises, agreements or conditions have been entered into other than those set forth in this agreement, and none will be entered into unless in writing and signed by all parties.

X

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this agreement, defendant certifies that defendant read it (or that it has been read to defendant in defendant's native language). Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

UNITED STATES OF AMERICA
DEBORAH R. GILG
United States Attorney


1/3/17
Date


SUSAN T. LEHR
ASSISTANT U.S. ATTORNEY


12/22/16
Date


MARK A. TINCHER
DEFENDANT

12/22/16
Date

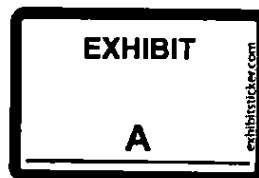

MARK ENENBACH
COUNSEL FOR DEFENDANT

12/22/16
Date


WILLIAM HARGENS
COUNSEL FOR DEFENDANT

Loan # 1041060901 / Balance = \$222,000

Payment Date	Payment Amount
1/31/2017	\$8,354.64
2/28/2017	\$8,354.64
3/31/2017	\$8,354.64
4/30/2017	\$8,354.64
5/31/2017	\$8,354.64
6/30/2017	\$8,354.64
7/30/2017	\$8,354.64
8/31/2017	\$8,354.64
9/30/2017	\$8,354.64
10/31/2017	\$8,354.64
11/30/2017	\$8,354.64
12/31/2017	\$8,354.64
1/31/2018	\$8,354.64
2/28/2018	\$8,354.64
3/31/2018	\$8,354.64
4/30/2018	\$8,354.64
5/31/2018	\$8,354.64
6/30/2018	\$8,354.64
7/30/2018	\$8,354.64
8/31/2018	\$8,354.64
9/30/2018	\$8,354.64
10/31/2018	\$8,354.64
11/30/2018	\$8,354.64
12/31/2018	\$8,354.64
1/31/2019	\$8,354.64
2/28/2019	\$8,354.64
3/31/2019	\$4,779.36
\$222,000.00	



Loan # 1020423801 / Balance = \$437,347

<u>Payment Date</u>	<u>Payment Amount</u>
1/31/2017	\$3,333.00
2/28/2017	\$3,333.00
3/31/2017	\$3,333.00
4/30/2017	\$3,333.00
5/31/2017	\$3,333.00
6/30/2017	\$3,333.00
7/30/2017	\$10,416.66
8/31/2017	\$10,416.66
9/30/2017	\$10,416.66
10/31/2017	\$10,416.66
11/30/2017	\$10,416.66
12/31/2017	\$10,416.66
1/31/2018	\$10,416.66
2/28/2018	\$10,416.66
3/31/2018	\$10,416.66
4/30/2018	\$10,416.66
5/31/2018	\$10,416.66
6/30/2018	\$10,416.66
7/30/2018	\$10,416.66
8/31/2018	\$10,416.66
9/30/2018	\$10,416.66
10/31/2018	\$10,416.66
11/30/2018	\$10,416.66
12/31/2018	\$10,416.66
1/31/2019	\$10,416.66
2/28/2019	\$10,416.66
3/31/2019	\$10,416.66
4/30/2019	\$10,416.66
5/31/2019	\$10,416.66
6/30/2019	\$10,416.66
7/30/2019	\$10,416.66
8/31/2019	\$10,416.66
9/30/2019	\$10,416.66
10/31/2019	\$10,416.66
11/30/2019	\$10,416.66
12/31/2019	\$10,416.66
1/31/2020	\$10,416.66
2/29/2020	\$10,416.66
3/31/2020	\$10,416.66
4/30/2020	\$10,416.66
5/31/2020	\$10,416.66
6/30/2020	\$10,416.66
7/30/2020	\$10,416.66
8/31/2020	\$10,416.66
9/30/2020	\$10,416.66
10/31/2020	\$11,099.26
	<u>\$437,347.00</u>

Loan # 10412160 / Balance = \$174,057.65

Payment Date	Payment Amount
(on or before)	
12/31/2017	\$35,000.00
12/31/2018	\$35,000.00
12/31/2019	\$35,000.00
12/31/2020	\$35,000.00
12/31/2021	\$34,057.65
	\$174,057.65

UNITED STATES DISTRICT COURT

for the
District of Nebraska

UNITED STATES OF AMERICA

v.

MARK A. TINCHER

JUDGMENT IN A CRIMINAL CASE

Case Number: 8:17CR31-001
USM Number: 29985-047

Mark F. Enenbach
Defendant's Attorney

THE DEFENDANT:

- [X] pleaded guilty to count I of the Information.
[] pleaded nolo contendere to count(s)_ which was accepted by the court.
[] was found guilty on count(s) after a plea of not guilty

The defendant is adjudicated guilty of these offenses:

Title & Section& Nature of Offense

Offense Ended

Count

18:1344(1) BANK FRAUD

June 2, 2010

I

The defendant is sentenced as provided in pages 2 through 8 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- [] The defendant has been found not guilty on count(s)
[] Count(s) dismissed on the motion of the United States.

IT IS ORDERED that the defendant shall notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant shall notify the court and United States attorney of any material change in the defendant's economic circumstances.

June 26, 2017

Date of Imposition of Sentence:

s/Laurie Smith Camp
Chief United States District Judge

July 5, 2017

Date

DEFENDANT: MARK A. TINCHER

CASE NUMBER: 8:17CR31-001

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a term of **time served**.

The Court makes the following recommendations to the Bureau of Prisons:

The defendant is remanded to the custody of the United States Marshal.

The defendant shall surrender to the United States Marshal for this district:

at

as notified by the United States Marshal.

The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

before 2 p.m. on

as notified by the United States Marshal.

as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant was delivered on _____ to _____
at _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

BY: _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: MARK A. TINCHER
CASE NUMBER: 8:17CR31-001

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of **five (5) years**.

MANDATORY CONDITIONS

1. You must not commit another federal, state or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.
 - The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. *(check if applicable)*
4. You must cooperate in the collection of DNA as directed by the probation officer. *(check if applicable)*
5. You must comply with the requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16901, et seq.) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in the location where you reside, work, are a student, or were convicted of a qualifying offense. *(check if applicable)*
6. You must participate in an approved program for domestic violence. *(check if applicable)*

You must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.
4. You must answer truthfully the questions asked by your probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.

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8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
12. If the probation officer determines that you pose a risk to another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. For further information regarding these conditions, see Overview of Probation and Supervised Release Conditions, available at: www.uscourts.gov.

Defendant's Signature _____

Date _____

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SPECIAL CONDITIONS OF SUPERVISION

- b. You must submit your person, residence, office, or vehicle to a search conducted by a United States Probation Officer at any time; failure to submit to a search may be grounds for revocation; you must warn any other residents that the premises may be subject to searches pursuant to this condition.
- d. You must participate in a victim awareness program as directed by the probation officer. Based on your ability to pay, you must pay for the costs of the program in an amount determined by the probation officer.
- e. You must complete 200 hours of community service as approved and directed by the probation officer. You will be responsible for providing the probation officer with written proof of the number of hours completed.
- k. You must pay restitution in the amount of **\$833,404.65** to the Clerk of the U.S. District Court, 111 S. 18th Plaza, Suite 1152, Omaha, Nebraska 68102-1322. Restitution should be paid pursuant to the payment schedule in Exhibit A of the Plea Agreement. You are responsible for providing proof of payment to the probation officer as directed.

Victim's Name	Amount
Plattsmouth State Bank	\$833,404.65

- l. You must pay a fine in the amount of **\$50,000.00** to the Clerk of the U.S. District Court, 111 S. 18th Plaza, Suite 1152, Omaha, Nebraska 68102-1322. The defendant is ordered to pay a fine in installments of not less than \$10,000 per year, with no interest to be assessed.
- m. You are prohibited from incurring new credit charges or opening additional lines of credit without prior written approval of the probation officer.
- n. You must provide the probation officer with access to any requested financial information.
- zz. You must report to the Supervision Unit of the U.S. Probation Office for the District of Nebraska between the hours of 8:00 a.m. and 4:30 p.m., 111 South 18th Plaza, Suite C79, Omaha, Nebraska, (402) 661-7555, within seventy-two (72) hours of being placed on probation or release from confinement and, thereafter, as directed by the probation officer.

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CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties in accordance with the schedule of payments set forth in this judgment.

	<u>Assessment</u>	<u>JVTA Assessment*</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$100.00 (paid, receipt #8043161)		\$50,000.00	\$833,404.65

The determination of restitution is deferred until . An Amended Judgment in a Criminal Case (AO245C) will be entered after such determination.

The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss**</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
Plattsmouth State Bank,	\$833,404.65	\$833,404.65	Per Plea Agreement
Totals	\$833,404.65	\$833,404.65	

Restitution amount ordered pursuant to plea agreement \$ 833,404.65. See Exhibit A in Plea Agreement .

The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

The court determined that the defendant does not have the ability to pay interest and it is ordered that:

the interest requirement is waived for the fine restitution

the interest requirement for the fine restitution is modified as follows:

*Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.

** Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

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SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A** Lump sum payment of \$100.00 due immediately, balance due
 not later than _____, or
 in accordance with C, D, E, or F below; or
- B** Payment to begin immediately (may be combined with C, D, or F below); or
- C** Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D** Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E** Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F** Special instructions regarding the payment of criminal monetary penalties:

Without limiting the foregoing, the defendant shall make payments to satisfy the criminal monetary penalty, pursuant to the schedule in plea agreement, in the following manner: (a) monthly installments of \$100 or 3% of the defendant's gross income, whichever is greater; (b) the first payment shall commence 30 days following the defendant's discharge from incarceration, and continue until the criminal monetary penalty is paid in full; and (c) the defendant shall be responsible for providing proof of payment to the probation officer as directed.

The criminal monetary penalty is due in full on the date of the judgment. The defendant is obligated to pay said sum immediately if he or she has the capacity to do so. The United States may institute civil collection proceedings at any time to satisfy all or any portion of the criminal monetary penalty.

All financial penalty payments are to be made to the Clerk of the U. S. District Court, 111 S. 18th Plaza, Suite 1152, Omaha, NE 68102-1322.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during the period of imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s): _____
- The defendant shall forfeit the defendant's interest in the following property to the United States:

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CLERK'S OFFICE USE ONLY:

ECF DOCUMENT

I hereby attest and certify this is a printed copy of a document which was electronically filed with the United States District Court for the District of Nebraska.

Date Filed: _____

DENISE M. LUCKS, CLERK

By _____ Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
IN THE DISTRICT OF NEBRASKA

UNITED STATES OF AMERICA,)
)
 vs)
)
 Mark A. Tincher)
)
)
)
)
)

RECEIPT AND ACKNOWLEDGMENT
8:17CR31

I, the undersigned defendant, hereby acknowledge:

- 1) that I understand that by judgment entered in the above captioned case I have been placed on Supervised Release for a period of 5 years commencing June 26, 2017;
- 2) that I have been provided with a written statement that sets forth all the conditions to which the term of my supervision is subject (i.e., a copy of the judgment of the Court setting forth all of those conditions) and that I have found that statement to be sufficiently clear and specific to serve as a guide for my conduct and supervision as is required;
- 3) that the Standard Conditions and additional conditions of my supervision have been read to me and I fully understand them; and
- 4) I understand that upon a finding of a violation of my supervision that the Court may (a) revoke supervision and impose a term of imprisonment upon me (b) extend the term of supervision and/or modify the conditions of supervision.

Travis Wilcox
Name of Officer, Supervising
U.S. Probation and Pretrial Services Officer
Designated Witness

[Signature]
Defendant

2/18/17
Date