



**BOARD OF PROFESSIONAL RESPONSIBILITY
OF THE
SUPREME COURT OF TENNESSEE**

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RELEASE OF INFORMATION
RE: JENNIFER ELIZABETH MEEHAN, BPR #22932
CONTACT: WILLIAM C. MOODY
BOARD OF PROFESSIONAL RESPONSIBILITY
615-361-7500

August 10, 2016

SOUTH CAROLINA LAWYER SUSPENDED

On August 10, 2016, the Tennessee Supreme Court suspended Tennessee licensed attorney, Jennifer Elizabeth Meehan from the practice of law until further orders of the Court pursuant to Tennessee Supreme Court Rule 9, Section 22.3. Ms. Meehan was suspended based upon her plea of guilty to a serious crime; i.e., bank fraud.

The Supreme Court ordered the Board of Professional Responsibility to institute a formal proceeding to determine the extent of final discipline to be imposed as a result of Ms. Meehan's guilty plea.

Ms. Meehan must comply with Tennessee Supreme Court Rule 9, Section 28, regarding the obligations and responsibilities of suspended attorneys.

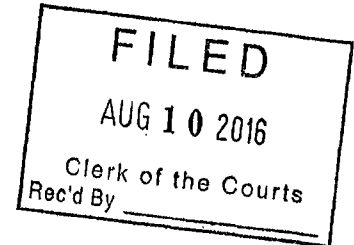
Meehan 2614-0 rel.doc

IN THE SUPREME COURT OF TENNESSEE
AT NASHVILLE

IN RE: JENNIFER ELIZABETH MEEHAN, BPR #22932

An Attorney Licensed to Practice Law in Tennessee
(Sandy Springs, South Carolina)

No. M2016-01606-SC-BAR-BP
BOPR No. 2016-2614-0-WM(22.3)



ORDER OF ENFORCEMENT

This matter is before the Court pursuant to Tenn. Sup. Ct. R. 9, § 22.3, upon a Notice of Submission filed by Disciplinary Counsel for the Board of Professional Responsibility consisting of a certified copy of the Plea Agreement in the United States District Court for the Northern District of Alabama, Western Division, in the matter of *United States of America v. Jennifer Elizabeth Meehan* (attached as Exhibit A) demonstrating that Jennifer Elizabeth Meehan, a Tennessee attorney, has pled guilty to a serious crime, i.e., violation of 18 U.S.C. § 1344: Bank Fraud.

IT IS THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT THAT:

1. Jennifer Elizabeth Meehan is suspended from the practice of law on this date pending further orders of this Court, pursuant to Tenn. Sup. Ct. R. 9, § 22.3;
2. This matter shall be referred to the Board of Professional Responsibility for the institution of a formal proceeding in which the sole issue to be determined shall be the extent of the final discipline;
3. Jennifer Elizabeth Meehan shall fully comply with the provisions of Tenn. Sup. Ct. R. 9, § 28, concerning disbarred or suspended attorneys; and
4. The Board of Professional Responsibility shall cause notice of this suspension to be published as required by Tenn. Sup. Ct. R. 9, § 28.11.

PER CURIAM

FILED
2016 JUL 12 AM 11:25
U.S. DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA

JUL 12 2016

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA

WESTERN DIVISION

UNITED STATES OF AMERICA)
)
 v.) 7:15-CR-00189-MHH-JHE
)
 JENNIFER ELIZABETH MEEHAN)

PLEA AGREEMENT

The Government and defendant hereby acknowledge the following plea agreement in this case:

PLEA

The defendant agrees to (i) plead guilty to **COUNT FOUR** of the Indictment filed in the above numbered and captioned matter; (ii) pay additional restitution in the amount of \$34,815.00, and (iii) consent to an order of forfeiture of or release of any claim for the \$234,648.00 provided to the Government on or about April 4, 2016. In exchange, the United States by and through the undersigned Assistant United States Attorney, agrees to dismiss **COUNTS ONE Through THREE** and **COUNTS FIVE Through EIGHT** and recommend the disposition specified below, subject to the conditions in paragraphs VII and VIII.

Exhibit A

Defendant's Initials *Jm*

TERMS OF THE AGREEMENT

I. MAXIMUM PUNISHMENT

The defendant understands that the maximum statutory punishment that may be imposed for the crime of Bank Fraud, in violation of Title 18, United States Code, Section 1344, as charged in COUNT FOUR, is:

- a. Imprisonment for not more than 30 years;
- b. A fine of not more than \$1,000,000 or,
- c. Both (a and b);
- d. Supervised release of no more than 5 years; and
- e. Special Assessment Fee of \$100 per count.

II. FACTUAL BASIS FOR PLEA

The Government is prepared to prove, at a minimum, the following facts at the trial of this case:

Defendant JENNIFER ELIZABETH MEEHAN (MEEHAN) is a Graduate of the University of Alabama, a former member of the Gamma Phi Beta Sorority

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(GPBS), and as of August 1, 2011, was the President of the House Corporation Board of The Epsilon Lambda chapter of GPBS at the University of Alabama.

The GPBS was in the process of building a new sorority house at the University of Alabama which was a \$14,000,000 project. MEEHAN was responsible for coordinating and purchasing any and all furniture and associated implements for the sorority house under construction.

Greek Resource Services (GRS), 2118 8th Street, Tuscaloosa, Alabama 35401, is a contract company who acts as fiduciary, manager, and custodian of the accounts for multiple fraternities and sororities at the University of Alabama, including GPBS.

MEEHAN, in her capacity as the President of the House Corporation Board of The Epsilon Lambda chapter of GPBS at the University of Alabama, did knowingly and willfully execute a scheme and artifice to obtain moneys and funds owned by or under the custody or control of First Citizens Bank & Trust Company, and Bank of Tuscaloosa financial institutions, the deposits of which were then insured by the Federal Deposit Insurance Corporation, by means of false and fraudulent pretenses and representations.

The Defendant submitted a false invoice from "Technion" LLC. (number 98979879) for furniture to GRS for payment on September 23, 2014, causing GRS

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to generate a check from GPBS, drawn on the GPBS account at Bank of Tuscaloosa, Tuscaloosa, Alabama, payable to TECHNION ACCOUNTS RECEIVABLE at P.O. Box 251, Villa Rica, GA 30180 for \$88,311.60. This check was given directly to MEEHAN in Tuscaloosa, AL, on September 23, 2014. The Defendant previously purchased a post office box at P.O. Box 251, Villa Rica, GA 30180, under the business name "Teknion".

On September 26, 2014, MEEHAN opened a business checking account at First Citizens Bank & Trust Company, 9654 Lavonia Road, Carnesville, Georgia, (Acct # XXXXXXXX9501) under the company name of Technion LLC.

MEEHAN is in no way affiliated with the legitimate Teknion LLC., a New Jersey based furniture manufacturing company. MEEHAN also submitted an Employer Identification Number (EIN) for Technion of 58-2011597 and an address of P.O. Box 251, Villa Rica, GA 30180.

On September 26, 2014, shortly after opening the Technion business account, MEEHAN deposited the \$88,311.60 check into the fraudulently opened bank account at a different branch of First Citizens Bank & Trust Company (Account number XXXXXXXX9501)


On October 1, 2014 a representative of First Citizens Bank & Trust Company, contacted MEEHAN about possible incorrect information on her

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account when it was opened. The EIN of 58-2011597 that MEEHAN submitted was actually the EIN of "Advantage Office Solutions" an office furniture business in Villa Rica, Georgia. On October 6, 2014, MEEHAN contacted First Citizens Bank & Trust Company and provided information to them that the correct EIN should be 22-3785040 and the correct address should be 401 Fellowship Road, Mount Laurel, New Jersey. This EIN and address provided by MEEHAN is the EIN and address of the legitimate Teknion LLC of New Jersey. MEEHAN also submitted various fraudulent documents, to include a false and fraudulent "Organizational Resolution of the Members of "Teknion" LLC, a Delaware Limited Liability Company" document to open the account. The "Organizational Resolution" listed the Chief Financial Officer as Jennifer Meehan. After receiving these documents, First Citizens Bank changed the account name to Teknion LLC, Mount Laurel, New Jersey, and changed the defendant's business account EIN to 22-3785040.

MEEHAN further created a false invoice (invoice number 98979987) from "TECHNION LLC", 65 Leggett Drive, Villa Rica, GA 30180, payable to "TECHNION" ACCOUNTS RECIEVABLE, P.O. Box 251, Villa Rica, GA 30180, in the amount of \$286,740.00, for various articles of furniture.

The Defendant submitted the false invoice (number 98979987) to GRS for

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
payment on November 18, 2014, causing GRS to generate a check from GPBS, drawn on the GPBS account at Bank of Tuscaloosa, Tuscaloosa, Alabama, payable to TECHNION ACCOUNTS RECIEVABLE for \$286,740.00, on or about November 21, 2014. On November 21, 2014, this check was given directly to MEEHAN in Tuscaloosa, AL.

On December 12, 2014, MEEHAN deposited the \$286,740.00 check into the fraudulently opened bank account at the Buckhead, Georgia branch of First Citizens Bank & Trust Company (Acct number XXXXXXXX9501).

It was further part of the scheme and artifice that MEEHAN, on January 8, 2015, entered the Anderson, South Carolina branch of First Citizens Bank & Trust Company and wired \$175,000 from the "Teknion" First Citizens Bank & Trust Company (Acct number XXXXXXXX9501) to her personal business Bank of America bank account for her personal use. MEEHAN also changed the address for Teknion LLC. back to 65 Leggett Drive, Villa Rica, GA 30180.

The Defendant and the Government agree that the loss amount in this case is between \$250,000 and \$550,000.

The defendant hereby stipulates that the facts stated above are substantially correct and that the Court can use these facts in calculating the defendant's sentence. The defendant further acknowledges that these facts do

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not constitute all of the evidence of each and every act that the defendant and/or any co-conspirators may have committed.



JENNIFER ELIZABETH MEEHAN

III. RECOMMENDED SENTENCE

Subject to the limitations in paragraph VIII regarding subsequent conduct and pursuant to Rule 11(c)(1)(B), Fed.R.Crim.P., the government will recommend the following disposition:

- (a) That the defendant be awarded an appropriate reduction in offense level for acceptance of responsibility;
- (b) The applicable offense guideline is Section 2B1.1, resulting in a Base Offense Level of 7, and that the amount of loss resulting from the offense of conviction and all relevant conduct is more than \$250,000 but less than \$550,000, resulting in a 12-level increase in the Base Offense Level pursuant to Section 2B1.1(b)(1)(G);
- (c) That the defendant be remanded to the custody of the Bureau of Prisons and incarcerated for a term of 20 months;
- (d) That following the said term of imprisonment, the defendant be


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placed on supervised release for a period to be determined by the court, subject to the standard conditions of supervised release as set forth in U.S.S.G § 5D1.3.

- (e) That the Government will not recommend that defendant be required to pay a fine;
- (f) That the defendant be required to pay restitution in the amount of \$34,815.41 to Greek Resource Services, ordered by the court on the date sentence is pronounced; and
- (g) That the defendant pay a special assessment fee of \$100, said amount due and owing as of the date sentence is pronounced.

IV. WAIVER OF RIGHT TO APPEAL AND POST-CONVICTION RELIEF

In consideration of the recommended disposition of this case, I, **JENNIFER ELIZABETH MEEHAN**, hereby waive and give up my right to appeal my conviction and/or sentence in this case, as well as any fines, restitution, and forfeiture orders, the court might impose. Further, I waive and give up the right to challenge my conviction and/or sentence, any fines, restitution, forfeiture orders imposed or the manner in which my conviction

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
and/or sentence, any fines, restitution, and forfeiture orders were determined in any post-conviction proceeding, including, but not limited to, a motion brought under 28 U.S.C. § 2255.

The defendant reserves the right to contest in an appeal or post-conviction proceeding the following:

- (a) Any sentence imposed in excess of the applicable statutory maximum sentence(s);
- (b) Any sentence imposed in excess of the guideline sentencing range determined by the court at the time sentence is imposed; and
- (c) Ineffective assistance of counsel.

The defendant acknowledges that before giving up these rights, the defendant discussed the Federal Sentencing Guidelines and their application to the defendant's case with the defendant's attorney, who explained them to the defendant's satisfaction. The defendant further acknowledges and understands that the government retains its right to appeal where authorized by statute.

I, JENNIFER ELIZABETH MEEHAN, hereby place my signature on the line directly below to signify that I fully understand the foregoing

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paragraphs, and that I am knowingly and voluntarily entering into this waiver.


JENNIFER ELIZABETH MEEHAN

V. UNITED STATES SENTENCING GUIDELINES

Defendant's counsel has explained to the defendant, that in light of the United States Supreme Court's decision in United States v. Booker, the federal sentencing guidelines are **advisory** in nature. Sentencing is in the court's discretion and is no longer required to be within the guideline range. The defendant agrees that, pursuant to this agreement, the court may use facts it finds by a preponderance of the evidence to reach an advisory guideline range, and defendant explicitly waives any right to have those facts found by a jury beyond a reasonable doubt.

VI. AGREEMENT NOT BINDING ON COURT

The defendant fully and completely understands and agrees that it is the Court's duty to impose sentence upon the defendant and that any sentence recommended by the government is **NOT BINDING UPON THE COURT**, and that the Court is not required to accept the government's recommendation. Further,

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the defendant understands that if the Court does not accept the government's recommendation, the defendant does not have the right to withdraw the guilty plea.

VII. VOIDING OF AGREEMENT

The defendant understands that should the defendant move the Court to accept the defendant's plea of guilty in accordance with, or pursuant to, the provisions of North Carolina v. Alford, 400 U.S. 25 (1970), or tender a plea of *nolo contendere* to the charges, this agreement will become NULL and VOID. In that event, the Government will not be bound by any of the terms, conditions, or recommendations, express or implied, which are contained herein.

VIII. SUBSEQUENT CONDUCT

The defendant understands that should the defendant violate any condition of pretrial release or violate any federal, state, or local law, or should the defendant say or do something that is inconsistent with acceptance of responsibility, the United States will no longer be bound by its obligation to make the recommendations set forth in paragraph III of the Agreement, but instead, may make any recommendation deemed appropriate by the United States Attorney in her sole discretion.

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IX. OTHER DISTRICTS AND JURISDICTIONS

The United States Attorney for the Northern District of Alabama agrees not to bring further criminal charges against the Defendant related to the charges and relevant conduct to which she is pleading guilty. The defendant understands and agrees that this agreement **DOES NOT BIND** any other United States Attorney in any other district, or any other state or local authority.

X. COLLECTION OF FINANCIAL OBLIGATION

In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to fully disclose all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party. The defendant also will promptly submit a completed financial statement to the United States Attorney's Office, in a form that it provides and as it directs. The defendant also agrees that the defendant's financial statement and disclosures will be complete, accurate, and truthful. Finally, the defendant expressly authorizes the United States Attorney's Office to obtain a credit report on the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

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XI. AGREEMENT REGARDING RELEVANT CONDUCT AND RESTITUTION

As part of the defendant's plea agreement, the defendant admits to the above facts associated with the charges and relevant conduct for any other acts. The defendant further expressly acknowledges and agrees that the facts underlying the remaining Counts to which defendant maintains her plea of not guilty may be considered as "relevant conduct." The defendant understands and agrees that the relevant conduct contained in the factual basis will be used by the Court to determine the defendant's range of punishment under the advisory sentencing guidelines. The defendant admits that all of the crimes listed in the factual basis are part of the same acts, scheme, and course of conduct. This agreement is not meant, however, to prohibit the United States Probation Office or the Court from considering any other acts and factors which may constitute or relate to relevant conduct. Additionally, if this agreement contains any provisions providing for the dismissal of any counts, the defendant agrees to pay any appropriate restitution to each of the separate and proximate victims related to those counts should there be any.

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XII. TAX, FORFEITURE AND OTHER CIVIL/ADMINISTRATIVE PROCEEDINGS

Unless otherwise specified herein, the defendant understands and acknowledges that this agreement does not apply to or in any way limit any pending or prospective proceedings related to defendant's **tax liabilities**, if any, or to any pending or prospective **forfeiture** or other **civil** or **administrative** proceedings.

The United States for the Northern District of Alabama agrees not seek forfeiture of any additional property not specifically provided for in this agreement, and will not seek restitution of any greater amount not specifically provided for in this agreement.

Defendant recognizes that pleading guilty may have consequences with respect to her immigration status if she is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and defendant understands that no one, including her attorney or the district court, can predict to a certainty the effect of her conviction on his immigration status. Defendant nevertheless affirms that she wants to plead guilty regardless of any immigration consequences that her plea may entail, even if the consequence is his automatic

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removal from the United States.

1. The defendant agrees to waive any claim to or forfeit her interest in a sum of \$234,648.00 in U.S. Currency that was delivered to law enforcement on or about April 4, 2016, by an attorney representing her and seized by law enforcement at that time. The Government contends and the defendant does not dispute that this sum represents proceeds of the offense of conviction and all relevant conduct.

2. The defendant agrees to consent to the immediate entry of an order of forfeiture for this property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43 regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. The defendant acknowledges that she understands that the forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the court to advise her of this, pursuant to Federal Rule of Criminal Procedure 11 at the time her guilty plea is accepted.

3. The defendant further agrees to waive all constitutional and statutory challenges in any manner (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 constitutes an excessive fine or punishment. The defendant agrees to take all steps as requested by the government to pass clear

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title to forfeitable assets to the government, and to testify truthfully in any judicial forfeiture proceeding. The defendant acknowledges that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct.

Non-Abatement of Criminal Forfeiture

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive her, 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 the defendant's heirs, successors, and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full. To the extent that forfeiture pursuant to this agreement requires the defendant to disgorge wrongfully obtained criminal proceeds for the benefit of the defendant's victims, the defendant agrees that the forfeiture is primarily remedial in nature.

XIII. DEFENDANT'S UNDERSTANDING

I have read and understand the provisions of this agreement consisting of Nineteen (19) pages. I have discussed the case and my constitutional and other rights with my lawyer. I am satisfied with my lawyer's representation in this case. I understand that by pleading guilty, I will be waiving and giving up my right to

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continue to plead not guilty, to a trial by jury, to the assistance of counsel at that trial, to confront, cross-examine, or compel the attendance of witnesses, to present evidence in my behalf, to maintain my privilege against self-incrimination, and to the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein.

NO OTHER PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME BY THE PROSECUTOR, OR BY ANYONE ELSE, NOR HAVE ANY THREATS BEEN MADE OR FORCE USED TO INDUCE ME TO PLEAD GUILTY.

I further state that I have not had any drugs, medication, or alcohol within the past 48 hours except as stated here:

Iron Hydrocodone

I understand that this Plea Agreement will take effect and will be binding as to the Parties only after all necessary signatures have been affixed hereto.

Defendant's Initials SM

I have personally and voluntarily placed my initials on every page of this Agreement and have signed the signature line below to indicate that I have read, understand, and approve all of the provisions of this Agreement, both individually and as a total binding agreement.

7/12/16
DATE

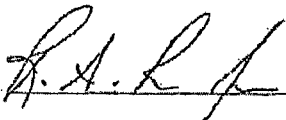


JENNIFER ELIZABETH MEEHAN
Defendant

XIV. COUNSEL'S ACKNOWLEDGMENT

I have discussed this case with my client in detail and have advised my client of all of my client's rights and all possible defenses. My client has conveyed to me that my client understands this Agreement and consents to all its terms. I believe the plea and disposition set forth herein are appropriate under the facts of this case and are in accord with my best judgment. I concur in the entry of the plea on the terms and conditions set forth herein.

7-12-16
DATE



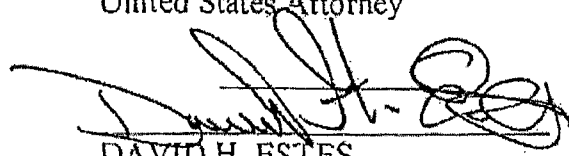
Defendant's Counsel

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XV. GOVERNMENT'S ACKNOWLEDGMENT

I have reviewed this matter and this Agreement and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

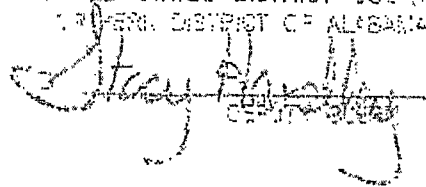
JOYCE WHITE VANCE
United States Attorney



DAVID H. ESTES
Assistant United States Attorney

7/12/16
DATE

FILED
SHARON A. WARRIS, CLERK
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ALABAMA



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