

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PANAMA CITY DIVISION

UNITED STATES OF AMERICA

v.

Case No. 5:21cr31mw

BS
JLP
AGS

ANTONIUS GENZARRA BARNES,

Defendant.

_____ /

STATEMENT OF FACTS

The Defendant, **ANTONIUS GENZARRA BARNES**, admits that if this case were to proceed to trial, the government could prove the following beyond a reasonable doubt.

1. The City of Lynn Haven ("City") is a municipality incorporated under the laws of the State of Florida. 6. The City's Charter provided for a City Commission, consisting of a "Mayor-Commissioner" and four Commissioners.

2. On April 28, 2015, at a special Commission meeting, **BARNES** was sworn into office as Commissioner for Seat 2. As a City Commissioner, **BARNES** was an agent of the City, and had a fiduciary duty to act in the best interests of the City and its citizens.

3. On or about September 8, 2015, **BARNES** asked Individual A for a "loan" of \$8,000. Individual A agreed to provide said "loan." Individual A

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10/6/2021

CLERK, U. S. DISTRICT COURT, NORTH. DIST. FLA.

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provided **BARNES** with a check in the amount of \$8,000. **BARNES** never repaid this loan.

4. On or about September 28, 2015, **BARNES** asked Individual A for another “loan” of \$12,000. Individual A agreed to provide said “loan.” Individual A provided **BARNES** with a check in the amount of \$12,000. **BARNES** never repaid this loan.

5. On or about October 28, 2015, **BARNES** asked Individual A for another “loan” of \$5,000. Individual A agreed to provide said “loan.” Individual A provided **BARNES** with a check in the amount of \$5,000. **BARNES** never repaid this loan.

6. On or about January 26, 2016, **BARNES** asked Individual A for another “loan” of \$10,000. Individual A agreed to provide said “loan.” Individual A provided **BARNES** with a check in the amount of \$10,000. **BARNES** never repaid this loan.

7. On or about November 14, 2016, **BARNES** asked Individual A for another “loan” of \$2,500. Individual A agreed to provide said “loan.” Individual A provided **BARNES** with a check in the amount of \$2,500. **BARNES** never repaid this loan.

8. On or about March 15, 2017, **BARNES** asked Individual A for another “loan” of \$2,500. Individual A agreed to provide said “loan.” Individual A

provided **BARNES** with a check in the amount of \$12,000. **BARNES** never repaid this loan.

9. On or about December 4, 2017, **BARNES** asked Individual A for another “loan” of \$5,000. Individual A agreed to provide said “loan.” Individual A provided **BARNES** with a check in the amount of \$5,000. **BARNES** never repaid this loan.

10. Individual A had business interests, including construction projects, before the City and wanted favorable support from **BARNES**. Individual A offered these things of value to **BARNES** intending that **BARNES** would be influenced in the performance of official acts, including votes on Individual A’s projects. Individual A offered these things of value with the expectation that, as a result of the payments, that **BARNES** would support Individual A’s projects with the City as specific opportunities arose.

11. Two other City Commissioners began showing concern about one of Individual A’s projects with the City. The Mayor and another Commissioner supported Individual A. **BARNES**’ position was unclear to the City Manager. Individual A stated to the City Manager that “Antonius Barnes would dance for me if I wanted him to; he probably wants more money,” or words to that effect.

12. Florida law prohibits public officers from soliciting or accepting anything of value to the recipient, including a gift or loan, based upon any

understanding that the official's action would be influenced. Florida law further required municipal officials such as **BARNES** to file a Form 9, "Quarterly Gift Disclosure" with the Florida Commission on Ethics if the official accepted a gift valued at more than \$100. This Form 9 was required to be filed during the calendar quarter for which the gift was received, and describe the gift, the name and address of the person making the gift, and the date the gift was received. **BARNES** did not disclose any of the payments from Individual A on any Form 9.

13. **BARNES** solicited these "loans" from Individual A because **BARNES** anticipated he have a subsequent need to obtain loans from banks. **BARNES** was concerned that if he obtained loans from a bank, it would prevent him from obtaining subsequent loans if needed. At the times he solicited these funds from Individual A, **BARNES** knew that Individual A had projects with the City and before the City Commission. **BARNES** sought, agreed to accept, and received these things of value from Individual A with the intent that he would be influenced in the performance of official acts. **BARNES** understood that he was expected, as a result of these payments, to support Individual A's projects as specific opportunities arose. **BARNES** took official action in favor of Individual A's projects.

14. On or about May 10, 2016, **BARNES**, on behalf of Antonius G. Barnes Insurance Company, executed a line of credit agreement with Whitney

Bank, a Mississippi state-chartered bank, d/b/a Hancock Bank (“Hancock Bank”). On the application for the line of credit, **BARNES** did not disclose any loan obligations to Individual A or any businesses owned and-or controlled by Individual A. **BARNES** personally guaranteed the loan.

15. On or about October 25, 2017, Hancock Bank filed a lawsuit against Antonius G. Barnes Insurance Company and **BARNES** individually, alleging that the loan was in default due to lack of payment and \$20,675 was owed to Hancock Bank.

16. On or about February 3, 2018, **BARNES** and Hancock Bank settled that suit. The settlement called for **BARNES** to pay \$300 per month until a total sum of \$22,174.57 (including accrued and prejudgment interest, and attorneys fees and costs) was paid off, with no additional interest.

17. After he left public office, on November 22, 2019, **BARNES** applied to Innovations Federal Credit Union (“IFCU”) for a loan. IFCU was insured by the National Credit Union Administration Board. One of the requirements of the loan was that the applicant have a credit score of 650. **BARNES**’ credit score was 649, one point shy of the minimum score needed to qualify for the loan. The loan package was submitted to the IFCU Loan Committee and approved on December 10, 2019, with a credit score exemption and specific stipulations. **BARNES** signed

the loan documents on December 13, 2019, and a loan of \$23,681 was funded with the transfer of the funds into **BARNES'** checking account.

18. The application asked "Is applicant liable for debts not shown, including any contingent liabilities such as leases, endorsements, guarantees, etc?" **BARNES** answered "No." That answer was false because, at least, **BARNES** was still obligated to pay off the Hancock Bank loan.

19. The application asked "Has applicant ever declared bankruptcy or had any judgements, garnishments, repossessions, or other legal proceedings filed against them?" **BARNES** answered "No." That answer was false because Hancock Bank had filed legal proceedings against **BARNES** in 2017.

20. Had IFCU known that **BARNES** had outstanding loans of \$45,000 to Individual A, that **BARNES** was indebted to Hancock Bank, or that Hancock Bank had filed suit against **BARNES** to recover on the defaulted loan, IFCU would not have extended a loan to **BARNES**.

ELEMENTS

18 U.S.C. § 1014-

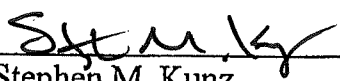
False Statement to a Federally Insured Institution

- (1) That the Defendant made a false statement or report;
- (2) the Defendant did so knowingly and with intent to influence an action of the institution described in the information regarding an application, advance, commitment, or loan, or a change or extension to any of those; and


(3) The deposits of the institution were insured by the National Credit Union Administration Board.

Respectfully submitted,

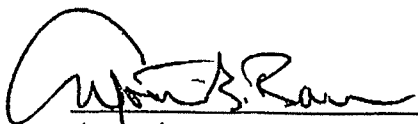
JASON R. COODY
Acting United States Attorney


Stephen M. Kunz
Assistant United States Attorney
Northern District of Florida
Florida Bar No. 0332415
111 North Adams Street, 4th Floor
Tallahassee, FL 32301
(850) 942-8430
Stephen.Kunz@usdoj.gov

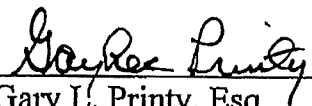
9/24/21
Date


Andrew J. Grogan
Assistant United States Attorney
Northern District of Florida
Florida Bar No. 85932
111 North Adams St., 4th Floor
Tallahassee, FL 32301
(850) 942-8430
Andrew.Grogan@usdoj.gov

9/24/21
Date


Antonius G. Barnes
Defendant

9/24/2021
Date


Gary L. Printy, Esq.
Attorney For Defendant

September 24, 2021
Date