

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF KENTUCKY  
LEXINGTON DIVISION  
CRIMINAL ACTION NO. 5:20-CR-00063-DCR  
CIVIL ACTION NO. 5:26-cv-00057-DCR

UNITED STATES OF AMERICA

PLAINTIFF

v.

DOUGLAS WILLIAM VANCE

DEFENDANT

**SUPPLEMENTAL MOTION TO EXPAND THE RECORD**

**PURSUANT TO RULE 7 OF THE RULES GOVERNING SECTION 2255  
PROCEEDINGS**

Petitioner Douglas William Vance, appearing pro se, respectfully moves this Court pursuant to Rule 7 of the Rules Governing Section 2255 Proceedings to expand the record in his pending Motion under 28 U.S.C. § 2255. This Supplemental Motion does not assert new grounds for relief. It seeks inclusion of newly available sworn statements and factual assertions from the § 2255 filing of co-defendant Molly Irene McKinnon (Doc. #278 and attached memorandum in the related criminal proceeding), which directly corroborate and support Petitioner's existing claims as set forth in his initial § 2255 Motion, Memorandum of Law, and prior Motion to Expand the Record.

The referenced excerpts from McKinnon's sworn memorandum are attached hereto as **Exhibit A** (pp. 19–20), **Exhibit B** (pp. 20–21), and **Exhibit C** (pp. 22–24). These materials concern the same trial record, witnesses, financial exhibits, and sentencing enhancements, and their inclusion promotes judicial economy by allowing the Court to fully assess the cumulative constitutional impact without unnecessary delay.

## **I. LEGAL AUTHORITY**

Rule 7(a) authorizes the Court to expand the record by directing submission of additional materials relating to the motion, including documents, exhibits, and sworn statements or affidavits (Rule 7(b)). The Court may require authentication, and the opposing party must have an opportunity to admit or deny correctness (Rule 7(c)). Expansion is appropriate where newly available sworn materials from a related proceeding directly support previously raised claims and concern the same underlying facts, evidence, and constitutional issues.

## **II. THE SWORN MATERIALS FROM CO-DEFENDANT MCKINNON'S § 2255 FILING**

McKinnon's sworn filing (Doc. #278 and attached memorandum) provides detailed assertions under penalty of perjury that corroborate and expand upon Petitioner's existing claims regarding key evidentiary and sentencing issues.

### **A. The November 14, 2018 Letter – Authentication and Exonerating Nature**

McKinnon has now sworn under penalty of perjury that she authored the November 14, 2018 letter that Petitioner has consistently identified as exculpatory. Doc. #278, attached memorandum at pp. 19-20).

Her sworn authentication:

- Confirms authorship;
- Confirms timing;
- Corroborates that law enforcement was aware of the letter prior to trial.

These assertions directly support Petitioner's previous claims that:

- The letter was not fabricated;
- Its exculpatory nature was not adequately presented;
- Counsel's handling of the evidence prejudiced the defense.

#### B. Count 2 – Misrepresentation of Fund Origin and Documentary Contradictions

McKinnon swears the prosecution asked misleading questions of witness Chamblee about the origin of funds in Count 2 (implying Chamblee personally sent them via bank statement: "Who does the BANK STATEMENT indicate as the Sender?"), while Government Exhibit 202B and records show the deposit was an intercompany transfer from the NGEP Business Account—not from "GC." She asserts definitive proof GC did not send the money, the Government's assertion was factually inaccurate, and counsel failed to emphasize this distinction, depriving the jury of key doubt on credibility and Count 2's foundation (Doc. #278, attached memorandum at pp. 22–23).

This bears directly on:

- The factual basis of Count 2;
- Counsel's failure to challenge the misleading financial narrative;
- Jury presentation of inaccurate documentary evidence.

#### C. Omissions and Incompleteness in Government Financial Summary Exhibits (e.g., Gov't Ex. 501)

McKinnon asserts Gov't Ex. 501 (spreadsheet) was incomplete, inaccurate, and misleading despite Agent Hubbuch's testimony it was full/reliable (Tr. 1575–1576); it omitted Bank of America transactions, additional accounts central to Counts 2–4, and material transactions including:

- Approximately \$268,000 in loan repayments to Shumard partners via cashier's checks purchased with cash;
- Approximately \$35,000 in loan payments to Chamblee's company, GGC Funding, LLC;
- Suspicious pre-interview payments to witnesses (Doc. #278, attached memorandum at pp. 22–24).

These omissions support claims that:

- The financial presentation was distorted;
- Counsel failed to challenge summary evidence completeness;
- The jury received an incomplete accounting of financial flows.

#### D. Contradictory Testimony on Loan Repayments

McKinnon highlights contradictions where Chamblee denied receiving any loan repayments (Trial Tr. pp. 1016–1017), but Shumard CFO Mendie Hogan testified he received at least \$35,000 (Trial Tr. p. 1172), with the Government mischaracterizing Hogan's testimony on appeal to avoid doubt on credibility (Doc. #278, attached memorandum at pp. 23–24). This impacts witness credibility and the accuracy of the Government's financial narrative.

#### E. Mischaracterization of "Victims" and Absence of Loss / Sentencing Enhancement Issues

McKinnon swears:

- Witness Faybik received a 40% return (\$42,500 in, \$59,600 out) and repeatedly stated in letters she was not a victim, yet Agent Hubbuch testified otherwise, and prosecution relied on his testimony alone for "substantial financial hardship" under U.S.S.G. §

2B1.1(b)(2)(C); failure to call Faybik raised fabrication/misrepresentation concerns (Doc. #278, attached memorandum at pp. 20–21);

- In her sworn § 2255 filing, McKinnon references an FBI FD-302 report dated February 22, 2019, documenting an interview with counsel for Shannon Wells. According to that report, Wells' attorney stated that the business arrangement at issue failed because Wells' engineer determined that the equipment could not safely be installed on his dock. The report further indicates that Wells did not seek repayment and believed that the inability to proceed stemmed from his own logistical limitations.

These sworn representations are directly relevant to Petitioner's claims because the Government presented Wells as a victim and attributed substantial financial loss to that transaction. If the contemporaneous investigative report reflected that Wells did not attribute fault to Vance and did not pursue repayment, this bears directly on:

- The accuracy of the Government's victim narrative;
- Loss calculations affecting sentencing;
- Counsel's duty to present or emphasize exculpatory evidence;
- Whether material impeachment or exculpatory evidence was adequately disclosed and used.

### **III. CUMULATIVE CONSTITUTIONAL IMPACT AND RELATION TO EXISTING CLAIMS**

Collectively, these sworn materials (Doc. #278, attached memorandum at pp. 19–24) demonstrate an incomplete or distorted financial and victim narrative presented to the jury and at sentencing. They corroborate Petitioner's claims of:

- Ineffective assistance in failing to exploit inconsistencies, omissions, and exculpatory evidence;
- Due process violations from misleading presentations or suppressed material;
- Sentencing based on inaccurate information;
- Actual innocence as to key elements.

#### **IV. REQUEST FOR JUDICIAL NOTICE**

Petitioner requests the Court take judicial notice under Federal Rule of Evidence 201 of the publicly filed § 2255 proceedings in the related case (including Doc. #278 and attached memorandum), as they arise from the same trial, record, witnesses, and exhibits.

#### **V. REQUEST FOR EVIDENTIARY HEARING**

Under 28 U.S.C. § 2255(b), an evidentiary hearing is required unless the motion and record conclusively show no entitlement to relief. The sworn assertions raise material factual disputes (e.g., letter disclosure/authorship, fund origins, exhibit completeness, victim/loss accuracy) central to conviction and sentencing—not purely legal issues.

#### **VI. CONCLUSION AND RELIEF REQUESTED**

Petitioner respectfully requests that the Court:

1. Grant this Supplemental Motion and expand the record pursuant to Rule 7 to include the referenced sworn materials from co-defendant McKinnon's § 2255 filing (Doc. #278 and attached memorandum, particularly pp. 19–24 of the attachment, attached hereto as Exhibits A–C), which directly corroborate Petitioner's previously raised

Grounds One (Ineffective Assistance of Counsel), Two (Due Process Violations), and Three (Actual Innocence/Sentencing Error);

2. Take judicial notice under Federal Rule of Evidence 201 of the related § 2255 proceedings in Case No. 5:20-cr-00063-DCR-MAS (including Doc. #278 and attachments);

3. Grant an evidentiary hearing under 28 U.S.C. § 2255(b) to resolve the material factual disputes raised; and

4. Grant such further relief as justice requires.

WHEREFORE, Petitioner respectfully requests that the Court grant this Supplemental Motion and order that Exhibits A through C be made part of the record for purposes of adjudicating the pending § 2255 motion.

Respectfully submitted,

**/s/ Douglas William Vance**

Douglas William Vance  
Petitioner, Pro Se  
BOP Reg. No. 23266-032  
FCI Beckley Satellite Camp  
P.O. Box 350  
Beaver, WV. 25813

Petitioner declares under penalty of perjury pursuant to 28 U.S.C. § 1746 that the facts stated herein are true and correct to the best of his knowledge and belief, and that this motion is filed in good faith, not for delay or harassment.

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF KENTUCKY  
LEXINGTON DIVISION  
CRIMINAL ACTION NO. 5:20-CR-00063-DCR  
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Exhibit List

**Submitted in Support of Supplemental Motion to Expand the Record  
Pursuant to Rule 7 of the Rules Governing Section 2255 Proceedings**

Petitioner Douglas William Vance respectfully submits the following exhibits in support of his Supplemental Motion to Expand the Record and his Motion under 28 U.S.C. § 2255:

Exhibit A: Excerpt from co-defendant Molly Irene McKinnon's § 2255 filing (Doc. #278 and attached memorandum, pp. 19–20)  
(November 14, 2018 Letter – Authentication and Exonerating Nature)

Exhibit B: Excerpt from co-defendant Molly Irene McKinnon's § 2255 filing (Doc. #278 and attached memorandum, pp. 20–21)  
(Victim Mischaracterization / Faybik / Wells / Absence of Loss)

Exhibit C: Excerpt from co-defendant Molly Irene McKinnon's § 2255 filing (Doc. #278 and attached memorandum, pp. 22–24)  
(Financial Misrepresentation / Gov't Ex. 501 / Count 2 / Omissions in Financial Summary)

Respectfully submitted,

**/s/ Douglas William Vance**

Douglas William Vance  
Petitioner, Pro Se  
BOP Reg. No. 23266-032  
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P.O. Box 350  
Beaver, WV. 25813

**EXHIBIT A**

affidavit contains intentional or reckless falsehoods material to the probable cause determination.

Yet no *Franks* motion was filed on McKinnon's behalf.

3. Suppression of Exculpatory and Impeachment Evidence – *Brady* Violations

The Government also suppressed critical exculpatory and impeachment evidence, in violation of *Brady v. Maryland*, 373 U.S. 83 (1963), and *United States v. Bagley*, 473 U.S. 667, 682 (1985).

This includes:

- Missing Yahoo emails that McKinnon believed were exculpatory, yet which counsel failed to obtain through subpoena despite procedural irregularities in the initial production;
- Omitted handwritten interview notes where Agent Hubbuch recorded pertinent information that was later excluded from the official FBI 302 reports. Lewis failed to highlight the numerous false statements made by Agent Hubbuch. While McKinnon cannot speculate as to his motives, the fact remains that exposing the Lead FBI Agent as having lied to the Grand Jury, in a search warrant affidavit, and again during trial would have provided the jury with a clear basis to doubt his credibility. Such impeachment would have cast serious doubt on the government's narrative across multiple aspects of the case; and
- A critical letter authored by McKinnon and given to her co-defendant's attorney, which exonerated the co-defendant and contained material evidence potentially favorable to McKinnon. McKinnon's co-defendant stated that his attorney provided this letter to Agent Hubbuch after receiving McKinnon's approval to do so. Since the letter exonerated his client, it is highly unlikely he didn't provide it to Agent Hubbuch. McKinnon reasonably believes the Government's statements that they never received the letter were false and this document was deliberately excluded from the Govt's Discovery.

These omissions were especially prejudicial given that they undermined key elements of the Government's case and directly supported McKinnon's defense. The prosecution's failure to disclose this material information deprived the defense of its ability to fully and effectively present its case, which violates the standards of *Brady* and its progeny.

4. Witness Manipulation and Fabrication of "Victim" Status

**EXHIBIT B**

The Government also engaged in misconduct by coercing or misleading witnesses, including designating individuals as victims who were not. For instance:

- Witness Faybik, who received a 40% return on her investment (\$42,500 in, \$59,600 out), repeatedly stated she was not a victim in multiple letters.
- Despite this, Agent Hubbuch testified otherwise, and the prosecution relied solely on his testimony to argue Faybik suffered “substantial financial hardship,” ultimately leading to a sentencing enhancement under U.S.S.G. § 2B1.1(b)(2)(C).

The Government’s failure to call Faybik to testify—and instead relying on hearsay and mischaracterization—raises serious questions of fabrication and manipulation. See *United States v. Agurs*, 427 U.S. 97, 103–04 (1976) (prosecution has duty to disclose and not misrepresent favorable evidence to the defense or factfinder).

Additionally, Agent Hubbuch further misled both the court and the jury by falsely identifying several individuals as “victims” in order to strengthen the government’s narrative and bolster the appearance of a broader fraud scheme.

- i. Alan Rolfes. Rolfes, a personal friend of Vance, explicitly informed Agent Hubbuch that he was not a victim. Despite this, Hubbuch listed Rolfes as a victim in the investigation and at trial, falsely suggesting financial harm and deceit where none existed. See Exhibit 1.
- ii. Richard Phillips. Phillips was also a personal friend of Vance. Hubbuch labeled him as a victim even though he never conducted an interview with Phillips. There was no documented statement, complaint, or corroborating evidence to justify identifying Phillips as a victim of fraud.
- iii. Shannon Wells. Wells deposited money into Vance’s personal account for the specific purpose of allowing Vance to build him a dryer. Vance purchased the parts for the equipment, but the transaction fell through when Wells later informed Vance he could not complete his part of the agreement. Both Wells and his attorney explained these facts to Agent Hubbuch, yet Hubbuch still listed Wells as a victim, mischaracterizing a failed private business transaction as criminal fraud. *Id.*

In sum, there was no evidence that Faybik, Rolfes, Phillips, Wells, or Shpakoff were ever

presented with false or fraudulent information by Vance or McKinnon. The government's labeling of these individuals as "victims" was therefore factually unsupported and intentionally misleading, further demonstrating a pattern of investigatory and prosecutorial misconduct designed to prejudice the jury and inflate the scope of the alleged offenses.

5. Obstruction of Defense Access to Evidence

Repeatedly, McKinnon asked her attorney to obtain:

- The original Yahoo production files;
- The full memo submitted by Allan Deware's attorney to the FBI. The prosecutor asserted that McKinnon had sent Deware a false bank statement dated February 2, 2017. Yet, Deware himself never stated that McKinnon sent him any bank statement—whether genuine or fabricated—and there was no independent proof to support the prosecutor's claim. Had counsel obtained and presented the full memorandum, it could have directly undermined the prosecution's allegation, exposed a material misrepresentation by the government, and provided the defense with a strong basis to impeach Deware's credibility and the government's narrative; and
- The cashier's checks showing Vance's use of personal funds for business expenses.

In each case, Lewis merely asked the prosecutor informally, accepted their answer, and took no further action. This approach ignored McKinnon's rights under the Compulsory Process Clause of the Sixth Amendment and undermined her ability to mount a complete defense. See *Washington v. Texas*, 388 U.S. 14, 19 (1967).

Additionally, there are unexplained inconsistencies in the Government's discovery production: (1) The discovery provided to McKinnon differed in size and content from that given to her co-defendant, despite assurances that it would be "exactly duplicious." and (2) The Government retrieved McKinnon's flash drive containing discovery under the pretext of redacting confidential information—but returned documents without redactions and possibly missing exculpatory content.

These irregularities and omissions strongly suggest intentional suppression or tampering,

## FEDERAL BUREAU OF INVESTIGATION

Date of entry 04/08/2019

SHANNON L. WELLS, date of birth [REDACTED], Owner CW Electric, Catlettsburg, Kentucky, telephone number [REDACTED] was interviewed by telephone. After being advised of the identity of the interviewing Agent and the nature of the interview, WELLS provided the following information:

WELLS met DOUG VANCE through his association with JOHN CLIFTON, Mineral Holdings, who he has known for years. WELLS talks to CLIFTON occasionally. WELLS has only met VANCE in person a couple of times. WELLS knows CLIFTON, because CLIFTON owns a hunting lodge that WELLS has visited for some time. WELLS wanted to place two(2) of VANCE's dryers on WELLS' dock on the Big Sandy River to process and sell the coal processed through the dryers. WELLS visited VANCE's facility at Hazard, Kentucky. VANCE said he still owed money on some of his other equipment such as Bobcats. WELLS invested \$25,000 (\$5000 of the first transfer and \$20,000 of the second) of his own money and \$25,000 belonging to CLIFTON. VANCE does not know that CLIFTON put up half of the total \$50,000 in operational funding. After sending VANCE a total of \$50,000 in two(2) installment transfers, WELLS realized his air permit would not allow the proposed operation on his dock. The cost and time involved in getting the permits was too great. VANCE still owes WELLS the \$50,000, but WELLS considers it a write-off, because he was not able to uphold his end of the deal.

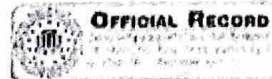
WELLS talks to CLIFTON occasionally. CLIFTON said Koch was helping to subsidize VANCE's operation.

Investigation on 04/02/2019 at London, Kentucky, United States (Phone)

File # 318B-LS-2571257

Date drafted 04/02/2019

by Christopher A. Hubbuch



FEDERAL BUREAU OF INVESTIGATION

Date of entry 02/22/2019

JOHN A. WEBB, Attorney, 1932 Carter Avenue, Ashland, Kentucky, [REDACTED], was interviewed by telephone. After being advised of the identity of the interviewing Agent and the nature of the interview, WEBB provided the following information:

WEBB is an attorney for SHANNON WELLS who lives in Catlettsburg, Kentucky. WELLS owns a number of businesses in the area, including CW Electric. WEBB vaguely remembered VANCE after reviewing his emails. WEBB, in turn, called WELLS and discussed VANCE with him. WELLS said he was introduced to VANCE who was supposed to be building specialized kilns. WELLS advanced VANCE some money as operating capital to build a kiln which was going to be placed on WELLS' coal dock, but the deal fell through on WELLS' end. WELLS' engineer told him the kiln could not be safely placed on the dock. WELLS never pursued VANCE to return his money, because WELLS felt he was unable to follow through on his end of the deal. WELLS has no current financial or business relationship with VANCE.

WELLS can be reached at [REDACTED], but has been sick this week. WEBB suggested calling WELLS next week.

Investigation on 02/12/2019 at London, Kentucky, United States (Phone)

File # 318B-LS-2571257

Date dictated 02/13/2019

by Christopher A. Hubbuch

**EXHIBIT C**

especially given that the flash drive was personally retrieved by the lead prosecutor.

6. Financial Evidence Misrepresentation

Contrary to Hubbuch's sworn testimony on Pages 1575–1576 that Doc. 219, Gov't Ex. 501 contained the Bank of America transactions, the spreadsheet did not include any such transactions. Even more troubling, it omitted all transactions from the two additional bank accounts used by Gary Chamblee and his Shumard partners, despite those accounts being central to the government's theory of the case. The transactions related to Counts 2, 3, and 4 flowed directly through these accounts, yet the jury was falsely led to believe the spreadsheet contained "all" relevant bank transactions.

Hubbuch later admitted on Page 1576 that he never subpoenaed records for one of the accounts, claiming he "believed he had sufficient information." This admission directly undermined the government's representation that Doc. 219, Gov't Ex. 501 was a full and reliable financial record. In reality, the spreadsheet was incomplete, inaccurate, and misleading, omitting several material transactions, including:

- i. Approximately \$268,000 in loan payments made to the Shumard partners by Vance using cashier's checks purchased with cash;
- ii. Approximately \$35,000 in loan payments made to Chamblee's company, GGC Funding, LLC; and
- iii. Suspicious payments made by Chamblee and Shumard to potential witnesses prior to their interviews with Agent Hubbuch.

Finally, McKinnon contends that Agent Hubbuch intentionally altered or omitted financial records—including Doc. 219, Gov't Ex. 501—to hide pertinent transactions, as well as, the origin of funds that were material to Count 2. Specifically, regarding Count 2, See Page 1008, where it appears the Prosecutor intentionally asked Chamblee a misleading question regarding the origin of

CHRISTOPHER HUBBUCH - CROSS

1 cases up in Coal Fields Industrial Park where that is, but I  
2 have never seen the Trus Joint facility. It was my initial  
3 assessment of the facility.

4 Q. And you subpoenaed the records that we've talked about at  
5 length?

6 A. Yes. Opportunity, the interview of Doug Vance was an  
7 opportunity. It was earlier on, I had a number of records.  
8 Molly was not there or I would have interviewed Molly as well.

9 And after my first interview of Mr. Vance, the only reason  
10 that I interviewed him on multiple occasions was because he  
11 continued to call me and want to clear things up. So that was  
12 the nature of that ongoing communication with Mr. Vance.

13 Q. Okay. Thank you.

14 MR. DARLING: That's all I've got.

15 THE COURT: Thank you.

16 Ms. Lewis?

17 CROSS-EXAMINATION

18 BY MS. LEWIS:

19 Q. Good morning, Agent Hubbuch. I'm Brandi Lewis, I  
20 represent Molly McKinnon, obviously.

21 A. Good morning.

22 Q. Now, as Mr. Darling just talked about, you did review the  
23 bank records in this case?

24 A. The ones that I have, yes.

25 Q. You, with your comprehensive spreadsheet, I guess, that

CHRISTOPHER HUBBUCH - CROSS

1 Mr. McCracken created and that you reviewed, it didn't include  
2 the Bank of America records, did it, for NGEP?

3 A. It did, yes.

4 Q. Did you subpoena any of the records of Mr. Chamblee or any  
5 of the other investors?

6 A. No.

7 Q. Were you aware that Mr. Chamblee opened another bank  
8 account at Brand Bank?

9 A. No.

10 Q. But if you had looked into his records, you would have  
11 turned that up most likely?

12 A. It's not typical to look into the bank records of victims  
13 initially. If I had a reason to, I would have.

14 Q. I'll restate that. If Brand Bank was part of NGEP, one of  
15 their business accounts, you didn't look into that?

16 A. I wouldn't have gone to that level of detail. It would  
17 have been my first point of deposit into the subjects'  
18 accounts.

19 Q. So wouldn't it have created a more complete picture if you  
20 put together all of the accounts that were in issue?

21 A. I have to tell you there were a lot of things that I could  
22 have done and strings that I could have pulled to get a more  
23 complete financial picture. But I believe that I had  
24 sufficient information.

25 Q. And along those same lines, you didn't get Ms. McKinnon's

GARY CHAMBLEE - DIRECT

1 Sir, do you recognize this document?

2 A. Yes, I do.

3 Q. Generally, speaking, what is it?

4 A. It is a bank statement from Whitaker Bank in the name of  
5 NexGen Energy Partners, LLC.

6 Q. Is Whitaker Bank where you knew NexGen Energy Partners to  
7 have an account?

8 A. Yes.

9 Q. If you can see there in the deposit/other credit section?

10 A. Uh-huh.

11 Q. Do you see an ACH deposit from you?

12 A. Yes.

13 Q. What is the first one -- what is date on that?

14 A. It is July 5, 2018.

15 Q. And who does the bank statement indicate is the sender?

16 A. It was me, Gary G. Chamblee.

17 Q. And the form of the infusion?

18 A. It was a three-day wire, which is regarded as an ACH.

19 It's a wire transfer, and you can send it over three days  
20 instead of immediately. And the fees for sending the wire are  
21 greatly reduced.

22 Q. What is the amount of that July 5th, 2018 deposit?

23 A. \$5,600.

24 Q. Thank you, sir.

25 I would now like to show you a separate document

The prosecutor was well aware of this but chose to frame Hogan's testimony differently in order to avoid casting doubt on GC's credibility, particularly before the appellate court. By failing to emphasize this inconsistency, counsel Lewis allowed the government to minimize testimony that directly undermined GC's reliability.

The omission of cash-based payments via cashier's checks from the Government's financial spreadsheet created a false impression of unaccounted funds. These payments were critical to rebutting the Government's theory of fraudulent gain and to showing that funds were used for legitimate business expenses. Despite McKinnon's insistence, Lewis subpoenaed the records too late, using an incorrect account number, and the evidence never reached the jury. This was not only ineffective assistance but also demonstrates how the Government's presentation of selective and incomplete evidence misled the jury on a core issue of the case.

The cumulative effect of the Government's misconduct—including the knowing use of false testimony, suppression of exculpatory evidence, failure to correct lies, and deliberate misrepresentation of material facts—violated McKinnon's right to due process and a fair trial. This misconduct was not isolated or harmless; it permeated the proceedings and affected the jury's understanding of the facts.

Relief is warranted under *Napue*, *Brady*, *Franks*, and *Strickland*, and McKinnon respectfully requests that this Court grant an evidentiary hearing, vacate the conviction, or provide such other relief as justice requires.

- B. Counsel's Failure To: (1) Communicate with McKinnon and Inform Her of the Relevant Circumstances and Likely Consequences of Pleading Guilty As Opposed to Proceeding to Trial; (2) Conduct An Adequate and Independent Pretrial Investigation; (3) Attempt to Negotiate A Favorable Plea Agreement; (4) Adequately Prepare for Trial; and (5) Educate Herself on the Legal Principles of Intent and Duress/coercion

the funds in Count 2: "Who does the BANK STATEMENT indicate as the Sender?" Chamblee responded that the BANK STATEMENT indicated he was the sender. However, the evidence shows otherwise. There is definitive proof that GC did not send that money, meaning the government's assertion was factually inaccurate. See Gov't Ex. 202B. As shown in the Exhibit, the deposit at issue in Count 2 did not come from GC at all. Instead, the records confirm it was a transfer from the NGEF Business Account. *Id* at 4. This directly contradicts the prosecution's claim that the funds originated from GC. Had counsel Lewis emphasized this distinction, it would have demonstrated that the government's assertion was inaccurate and that Count 2 lacked a factual foundation. This failure to highlight clear documentary evidence not only undermined the sufficiency of the proof on Count 2 but also deprived the jury of a key reason to doubt the credibility of the government's case. On this basis, Count 2 should have been dismissed outright. Despite the importance of this discrepancy, counsel Lewis failed to raise the issue during her closing argument. By not highlighting the contradiction between the government's claim and the actual proof, Lewis deprived the jury of critical information that directly undermined the credibility of the prosecution's case and the validity of Count 2.

Also, Chamblee denied receiving any loan repayments (Pages 1016 - 1017), however the CFO for Shumard, Mendie Hogan, confirmed he received at least \$35k (Page 1172). In its Appeal Response, the government argued that "Hogan did not testify that the transfer was a return of principal so there was no discrepancy." However, this characterization is inaccurate. Hogan did testify that to the effect that the transfer was a LOAN repayment. However, this characterization is inaccurate. Hogan did testify to the effect that the transfer was a repayment—while she may not have used the exact phrase "return of principal," the term repayment carries the same meaning in context.

GARY CHAMBLEE - DIRECT

1 Q. Can you provide some detail of that?

2 A. You know, I felt we had a good working relationship based  
3 on what I was being told. We were making a lot of progress and  
4 getting the equipment developed, making sales so that we should  
5 be able to have the business actually cash flowing itself based  
6 on the performance we had received.

7 Q. Did your perspective stay the same over the course of  
8 time?

9 A. No. I started getting very skeptical because we would be,  
10 you know, promised checks that we never received. It was hard  
11 to get information.

12 Q. Do you remember approximately when things started  
13 changing?

14 A. It was at the end of 2017, maybe the beginning of 2018.

15 Q. Do you remember anything else about why you started having  
16 a change of mindset?

17 A. We were having trouble verifying the inventory of product  
18 that we had. And some of the customers we thought we had  
19 contracts with, we were being told we didn't have those  
20 contracts anymore. And there was pursuit of some contract in  
21 China. And so it -- the business was kind of going off the  
22 course that we had talked about and had communicated about and  
23 pro forma'd.

24 Q. Mr. Chamblee, have you ever seen any return on the  
25 investment that you put into NexGen Energy Partners?

GARY CHAMBLEE - DIRECT

2 - 127

1 A. No, we have not.

2 Q. Has any of that money been returned to you?

3 A. There could have been a small interest payment to me on a  
4 loan, but it would be insignificant.

5 Q. No principal returned?

6 A. No.

7 Q. When you made your investments in NexGen Energy Partners,  
8 what were you relying on?

9 A. What were we relying on?

10 Q. Yes, sir.

11 A. We were relying on the business plan and the information  
12 provided to us by Molly McKinnon and Doug Vance.

13 Q. You said the information provided to you by Ms. McKinnon  
14 and Mr. Vance, is that what you said?

15 A. Yes.

16 Q. Would that include various representations about sale of  
17 products that we've been discussing?

18 A. Yes.

19 Q. I would like to show you a document previously marked as  
20 Government's Exhibit 123.

21 A. Okay.

22 Q. Do you recognize this, sir?

23 A. Yes. This is an email from Doug Vance to me and Molly  
24 McKinnon is copied on it.

25 Q. Is this a true and accurate copy of the email that you

1 statement from Bank of America for September 2018.

2 MS. LEWIS: I would move to introduce this as Exhibit  
3 Number 76, Your Honor.

4 THE COURT: All right. Any objection?

5 MR. CHAPMAN: No, sir.

6 THE COURT: Defendants' Exhibit 76 is admitted.

7 (Defense Exhibit 76 was admitted.)

8 BY MS. LEWIS:

9 Q. I want to direct you to page 3, which will be coming up.  
10 Do you see a transaction on September 17th for a  
11 withdrawal?

12 A. I do.

13 Q. What is that amount?

14 A. \$30,000.

15 Q. All right. And is that going into Mr. Chamblee's personal  
16 account ending in 7126?

17 A. It is going into his GGC Funding account.

18 Q. Was it normal business practice to just transfer money  
19 from the business to a partner's account?

20 A. In the course of repaying loans, then yes, we would do  
21 that.

22 Q. Were there any loan documents or votes taken?

23 A. Well, this was repayment of a loan, so it was an amount  
24 that was due, it was on the books. And it was -- we -- as cash  
25 came in, we repaid it as we could.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 23rd day of February, 2026, a true and correct copy of the foregoing Supplemental Motion to Expand the Record, together with attached Exhibits A through C, was served upon the United States Attorney for the Eastern District of Kentucky by placing the same in the United States mail, first-class postage prepaid, addressed to:

James Chapman, AUSA  
United States Attorney's Office  
Eastern District of Kentucky  
260 W. Vine St., Suite 300  
Lexington, KY 40507

**/s/ Douglas William Vance**  
Douglas William Vance  
BOP Reg. No. 23266-032