NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 24-12632
Non-Argument Calendar

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

BARRETT PURVIS,

Defendant-Appellant.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 8:23-cr-00110-CEH-AAS-1

Before NEWSOM, BRANCH, and BRASHER, Circuit Judges.

PER CURIAM:

Barrett Purvis was convicted of wire fraud and money laundering after he obtained a loan from the U.S. Small Business Administration (the "SBA") that could only be spent on qualifying business expenses and instead spent the money on gambling debts and other personal expenses. Purvis now appeals, arguing that the district court improperly instructed the jury that it could convict him based on his deliberate ignorance of restrictions on how he could spend the loan proceeds, not just his actual knowledge of those restrictions. After careful review, we affirm because the evidence presented at trial could have supported a theory of deliberate ignorance.

I. Background

Purvis was indicted on one count of wire fraud and one count of money laundering. According to the government, Purvis knowingly submitted a loan application and loan agreement to the SBA in which he agreed that he would use any loan proceeds for business expenses, knowing that when he then received a loan from the SBA, he would (and did) use the money for unauthorized personal expenses. Purvis proceeded to a jury trial where the following evidence was introduced.

Purvis ran his own business, Big Man Promotions, that provided marketing services to car dealerships. Purvis received a $499,900 Economic Injury Disaster Loan from the SBA on behalf of Big Man Promotions. The loan agreement contained a provision stating that the Purvis agreed to "use all the proceeds of th[e] loan solely as working capital to alleviate economic injury caused by [the COVID-19] disaster." The agreement also contained a provision stating that Purvis "agree[d] to be bound by the terms and conditions" in the loan agreement.

Purvis is a self-described "dinosaur when it comes to computers," so he tapped his former colleague, Carolyn Davis to help him apply for the loan online. Davis completed the loan application using information about Big Man Promotions that Purvis provided to her. While Davis filled out the application online, she would e-mail or text Purvis to request any additional information she needed. Purvis did not read the loan agreement in its entirety: He testified that he "went over" certain portions of the agreement but did not "go through it with a fine tooth comb" and did not recall reading the terms that restricted how he could spend the loan proceeds or that stated he was bound by the terms and conditions of the loan. Instead, Purvis testified, he opened the loan agreement and "would just sign, sign, sign," and then had Davis submit it to the SBA. And he did so quickly—the government presented an electronic record that showed only 32 seconds elapsed between when Purvis opened the loan agreement and when he finished electronically signing it.

Purvis concedes that he spent the loan proceeds on personal items. For example, he spent more than $90,000 on his and his girlfriend's personal debts and expenses and another nearly quarter of a million dollars repaying a personal gambling debt to a casino. At trial, Internal Revenue Service Criminal Investigation Agent Ryan Spencer testified about his conversations with Purvis during his investigation of Purvis's use of the loan proceeds. When Agent Spencer asked Purvis how spent the loan proceeds, Purvis first said that he spent them on "gift cards, travel[], and meals." Agent Spencer then specifically questioned Purvis about spending some of the proceeds on gambling. Only then did Purvis admitted to spending $60,000 of the loan proceeds on gambling debt. But when Agent Spencer confronted him with a $112,000 cashier's check payable to the Hard Rock casino, Purvis backtracked and acknowledged that he actually made the $112,000 payment to the Hard Rock with the loan proceeds. Even still, it took until Agent Spencer showed him a summary of more casino charges for Purvis to admit that he had used approximately $235,000 of the loan proceeds on gambling and gambling debt.

Purvis argued to the jury that he did not knowingly commit fraud because he had no subjective knowledge that the loan agreement prohibited him from using the loan proceeds for personal expenses. Over Purvis's objection, the district court instructed the jury on deliberate ignorance. Specifically, the court instructed that

> "Deliberate avoidance of positive knowledge" which is the equivalent of knowledge, occurs, for example, if a Defendant is involved in the submission of false and fraudulent documents but deliberately avoids learning whether the documents were false and fraudulent [so] she can deny knowledge of the false and fraudulent documents.
>
> So you may find that a Defendant knew about the fraud scheme if you determine beyond a reasonable doubt that the Defendant actually knew about the fraud, or had every reason to know but deliberately closed his eyes.

> But I must emphasize that negligence, carelessness or foolishness isn't enough to prove that the Defendant knew about the crime.

The jury returned guilty verdicts on both counts and Purvis appealed.

II. Discussion

Purvis argues that the district court should not have instructed the jury on deliberate ignorance because there was no evidence that he was aware of a high probability that he could not use the loan proceeds for personal expenses or that he purposefully blinded himself to such restrictions. The government responds that Purvis's statements to law enforcement demonstrate his awareness that the loan proceeds could not be used to repay gambling debts, other personal debts, or for his girlfriend's luxury purchases. It further argues that Purvis's cursory review of the loan agreement was sufficient proof of his willful blindness to warrant the deliberate-ignorance instruction. We agree with the government.

A deliberate-ignorance instruction is appropriate when the facts "support the inference that the defendant was aware of a high probability of the existence of the fact in question and purposely contrived to avoid learning all of the facts in order to have a defense in the event of a subsequent prosecution."[1] *United States v. Morley*,

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[1] We have contradictory case law regarding the appropriate standard under which we review a district court's decision to instruct a jury on deliberate ignorance. *Compare United States v. Stone*, 9 F.3d 934, 937 (11th Cir. 1993)

99 F.4th 1328, 1342 (11th Cir. 2024) (quotation omitted). Courts should not "instruct[] juries on deliberate ignorance when the evidence only points to either actual knowledge or no knowledge on the part of the defendant. But it is not error when the evidence could support both actual knowledge or deliberate ignorance and the jury was instructed on both." *Id.* (quotation and citation omitted).

To begin, Purvis's shifting statements to Agent Spencer support the inference that he was aware of a high probability that the loan agreement did not allow him to spend the loan proceeds on purely personal expenses. For example, Purvis initially told Agent Spencer that he spent the loan proceeds on "gift cards, travel[], and meals." It was only after Agent Spencer questioned Purvis about his gambling debts that Purvis "stated that he may have spent some of the proceeds on gambling." At first, Purvis told Agent Spencer that he paid $60,000 in gambling debt. But when Agent Spencer confronted Purvis with records of his gambling debt, Purvis admitted to paying a $112,000 gambling debt. Purvis again revised his answer when Agent Spencer confronted him with a summary of money he spent at casinos, ultimately conceding that he used approximately $235,000 of the loan proceeds on gambling and gambling debt. Purvis's repeated evasive misrepresentations

(applying *de novo* review) *with United States v. Steed*, 548 F.3d 961, 977 (11th Cir. 2008) (applying a "deferential standard of review"). We need not resolve this conflict because even applying the standard more favorable to Purvis—*de novo* review—we affirm.

to Agent Spencer are evidence that he was aware of a high probability that he was prohibited from spending the loan proceeds on gambling. *See United States v. Eley*, 723 F.2d 1522, 1525 (11th Cir. 1984) ("When a defendant voluntarily and intentionally offers an explanation and this explanation is later shown to be false, the jury may consider whether the circumstantial evidence points to a consciousness of guilt, and the significance to be attached to any such evidence is exclusively within the province of the jury.").

And the fact that Purvis had Davis complete his loan application and he reviewed only small portions of the loan's terms is evidence that could lead a jury to believe he intentionally avoided learning of the limitations on how he could spend the loan proceeds. Purvis described himself as a "dinosaur when it comes to computers," so he enlisted Davis to help him submit his loan application. Purvis gave Davis the supporting documents and information she needed to complete the application. And Purvis conceded that he reviewed only part of the agreement and "would just sign, sign, sign" the portions of the loan agreement that required his signature. Purvis spent a mere 32 seconds viewing and signing the loan documents. This evidence all points to Purvis acting as a "hands-off manager" of Davis, who he enlisted to assist him with the loan application process, which could indicate to a jury that he "deliberately avoided knowing the specifics of the [loan terms]." *See United States v. Calhoon*, 97 F.3d 518, 533 (11th Cir. 1996) (holding that deliberate-ignorance instruction was proper when testimony indicated the defendant was a hands-off manager who avoided learning the specifics of Medicare reimbursement requests for ineligible expenses).

Thus, the evidence at Purvis's trial could have supported a theory of deliberate ignorance and did not point solely to actual knowledge or no knowledge. Therefore, the district court did not err by instructing the jury on deliberate ignorance. *See Morley*, 99 F.4th at 1342.

III. Conclusion

For the above reasons, the district court's decision to instruct the jury on deliberate ignorance was proper. Accordingly, we affirm.

AFFIRMED.