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6  
7 UNITED STATES DISTRICT COURT  
8 DISTRICT OF ARIZONA

9 United States of America,  
10  
Plaintiff,  
11  
v.  
12 Scott Allen Gompert,  
13  
Defendant.

No: CR-07-1190-PHX-EHC

PLEA AGREEMENT

Violations: 18 U.S.C. §§ 505 (Forging  
Signature of Judge or Court Officer)  
(Count One), and  
1344 (Bank Fraud) (Count Two)

14  
15 Plaintiff, United States of America, and defendant, Scott Allen Gompert ("Gompert"),  
16 hereby agree to the following disposition of this matter pursuant to Rule 11 of the Federal Rules  
17 of Criminal Procedure:

18 PLEA

19 The defendant agrees to plead guilty to an Information charging the defendant with a  
20 violation of Title 18, United States Code, Sections 505 (Forging Signature of Judge or Court  
21 Officer) and 1344 (Bank Fraud). *A class D Felony*

22 *A class B Felony* TERMS

23 The defendant understands the guilty plea is conditioned upon the following terms,  
24 stipulations, and requirements:

25 1. MAXIMUM PENALTIES

26 a. A violation of Title 18, United States Code, Section 505, is punishable by a  
27 maximum fine of \$250,000, a maximum term of imprisonment of five years, or both, and a term  
28 of supervised release of not more than three years.

1           b.     A violation of Title 18, United States Code, Section 1344, is punishable by a  
2 maximum fine of \$1,000,000, a maximum term of imprisonment of thirty years, or both, and a  
3 term of supervised release of not more than five years.

4           c.     The defendant understands that the Court is required to consider the United States  
5 Sentencing Guidelines (“U.S.S.G.” or “Sentencing Guidelines”) among other factors in  
6 determining the defendant’s sentence. The defendant understands, however, that the Sentencing  
7 Guidelines are only advisory, and that after considering the Sentencing Guidelines, the Court  
8 may be free to exercise its discretion to impose any reasonable sentence up to the maximum set  
9 by statute for the crime of conviction.

10          d.     According to the Sentencing Reform Act of 1984, the court shall:

11               (1)    Order the defendant to make restitution to any victim of the offense unless,  
12 pursuant to Title 18, United States Code, Section 3663, the court determines that restitution  
13 would not be appropriate in this case;

14               (2)    Order the defendant to pay a fine, which may include the costs of probation,  
15 supervised release or incarceration, unless, pursuant to Title 18, United States Code, Section  
16 3611, the defendant establishes the applicability of the exceptions found therein;

17               (3)    Order the defendant, pursuant to Title 18, United States Code, Section 3583  
18 to serve a term of supervised release when required by statute or when a sentence of  
19 imprisonment of more than one year is imposed, and the court may impose a term of supervised  
20 release in all other cases.

21          e.     Pursuant to Title 18, United States Code, Section 3013, the court is required to  
22 impose a special assessment on the defendant of \$200.00. The special assessment is due at the  
23 time the defendant enters the plea of guilty, but in no event shall it be paid later than the time of  
24 sentencing.

25    **2.           AGREEMENTS REGARDING SENTENCING**

26          a.     Stipulations. Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States and the  
27 defendant stipulate to the following:  
28

1 (1) that the 2005 Edition of the United States Sentencing Guidelines applies  
2 in this case.

3 (2) that the economic loss caused by the defendant is \$1,109,159.00 for  
4 purposes of determining the base offense level under advisory Guideline §2B1.1, as set forth  
5 below.

6 (3) that the following calculations should be employed in determining the  
7 appropriate advisory Guideline range for the violation of 18 U.S.C. § 505:

8		
9	Base Offense Level:	6 (§2B1.1)
10	Loss amount > \$1,000,000:	+ 16 (§2B1.1(b)(1))
11	Misrepresentation that acting on behalf of government agency:	+ 2 (§2B1.1(b)(8))
12		
13	Derived > \$1,000,000 from financial institution:	+ 2 (§2B1.1(b)(13)(A))
14	Resulting Offense Level:	26
15	Acceptance of Responsibility:	- 2 (§3E1.1(a))
16	Additional Acceptance Point:	- 1 (§3E1.1(b))
17	Total Offense Level:	23
18	Criminal History Level:	0
19	Advisory Guidelines Range:	46-57 months

20 (4) that the following calculations should be employed in determining the  
21 appropriate advisory Guideline range for the violation of 18 U.S.C. § 1344:

22		
23	Base Offense Level:	6 (§2B1.1)
24	Loss amount > \$1,000,000:	+ 16 (§2B1.1(b)(1))
25		
26	Misrepresentation that acting on behalf of government agency:	+ 2 (§2B1.1(b)(8))
27	Derived > \$1,000,000 from financial institution:	+ 2 (§2B1.1(b)(13)(A))
28		

1	Resulting Offense Level:	26
2	Acceptance of Responsibility:	- 2 (§3E1.1(a))
3	Additional Acceptance Point:	- 1 (§3E1.1(b))
4	Total Offense Level:	23
5	Criminal History Level:	0
6	Advisory Guidelines Range:	46-57 months

7  
8 (5) that the calculations of the two advisory Guidelines ranges be “grouped”  
9 pursuant to U.S.S.G. §3D1.2, resulting in a combined offense level of 23 and an advisory  
10 Guidelines range of 46-57 months.

11 (6) that any sentence of imprisonment issued by the Court under each count be  
12 served concurrently.

13 (7) that advisory Guidelines §3B1.3, abuse of position of trust, does not apply  
14 to defendant. *See* U.S.S.G. §2B1.1 Application Note 7(E)(I).

15 (8) that advisory Guidelines §2B1.1(b)(9), adjustment for use of sophisticated  
16 means, does not apply to defendant.

17 (9) that defendant, assuming he makes full and complete disclosure to the  
18 Probation Department of the circumstances surrounding his commission of the offenses in this  
19 matter, will receive a 3-point reduction for acceptance of responsibility, per advisory Guidelines  
20 §3E1.1(a)-(b).

21 (10) that defendant is entitled to a downward departure for his voluntary  
22 disclosure of the offenses, pursuant to advisory Guidelines §5K2.16. The government stipulates  
23 that it was highly unlikely that the government would have discovered defendant’s conduct  
24 without defendant’s voluntary and unilateral disclosure. The parties stipulate that the magnitude  
25 of any such departure is within the discretion of the Court.

26 (11) that the government will not seek an upward departure on any grounds.

27 (12) that the defendant is not prohibited from seeking a downward departure on  
28 other grounds. However, the government is free to oppose any such downward departure.

1 (13) that the government will recommend a sentence at the bottom of the  
2 applicable advisory Guidelines range.

3 b. The United States retains the unrestricted right to make any and all statements it  
4 deems appropriate to the Probation Office and to make factual and legal responses to any  
5 statements made by the defendant or defense counsel or objections to the presentence report or  
6 to questions by the court at the time of sentencing.

7 c. If the court, after reviewing this plea agreement, concludes that any provision is  
8 inappropriate, it may reject the plea agreement, giving defendant, in accordance with  
9 Fed. R. Crim. P. 11(c)(5), an opportunity to withdraw the guilty plea.

10 **3. AGREEMENT TO MAKE RESTITUTION**

11 The parties believe that restitution is not required in this matter. However, in the event  
12 the Court determines that restitution is appropriate, the parties agree that the assets identified in  
13 Section 9.b of this agreement as being subject to criminal forfeiture shall satisfy any such  
14 restitution, and defendant shall not be responsible for any additional restitution. 18 U.S.C. §  
15 3663(a)(B)(3). The parties agree that, if restitution is deemed appropriate, the real property and  
16 vehicle described in Section 9.b of this agreement shall be valued at their original purchase  
17 prices for purposes of calculation of such restitution.

18 **4. WAIVER OF DEFENSES AND APPEAL RIGHTS**

19 The defendant waives any and all motions, defenses, probable cause determinations, and  
20 objections which the defendant could assert to an indictment or information or to the Court's  
21 entry of judgment against the defendant. The defendant acknowledges that this waiver shall  
22 result in the dismissal of any appeal or collateral attack the defendant might file challenging his  
23 conviction in this case. This waiver does not include the right to challenge the sentence imposed  
24 or to make any claims not related to the information, indictment, or entry of judgment against  
25 the defendant.

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1     **5. PERJURY, FALSE STATEMENTS, OR OTHER OFFENSES**

2           Nothing in this agreement shall be construed to protect the defendant in any way from  
3 prosecution for perjury, false declaration or false statement, or any other offense committed by  
4 defendant after the date of this agreement. Any information, statements, documents, and  
5 evidence which defendant provides to the United States pursuant to this agreement may be used  
6 against the defendant in all such prosecutions.

7     **6. AGREEMENT TO DISMISS OR NOT PROSECUTE**

8           Pursuant to Fed. R. Crim. P. 11(c)(1)(A), the Criminal Division of the United States  
9 Department of Justice will not prosecute any additional charges arising out of the instant  
10 investigation, including but not limited to: 18 U.S.C. §§ 654, 1151, 1341, 1343, 1346, 1956,  
11 1957, and 2314. The Department of Justice is not presently aware of any pending state or federal  
12 investigations, other than the instant proceeding. This provision does not preclude a prosecution  
13 for any violations of 18 U.S.C. §§ 1001 or 1503, or other false statement or obstruction charges  
14 in connection with the entry or administration of this plea agreement.

15    **7. REINSTITUTION OF PROSECUTION**

16           If defendant's guilty plea is rejected, withdrawn, vacated, or reversed at any time, the  
17 United States will be free to prosecute the defendant for all charges of which it has knowledge,  
18 and any charges that have been dismissed because of this plea agreement will be automatically  
19 reinstated. In such event, defendant waives any objections, motions, or defenses based upon the  
20 Statute of Limitations, the Speedy Trial Act or constitutional restrictions in bringing of the later  
21 charges or proceedings. The defendant understands that any statements made at the time of the  
22 defendant's change of plea or sentencing may be used against the defendant in any subsequent  
23 hearing, trial or proceeding as permitted by Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410.

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1 **8. DISCLOSURE OF INFORMATION TO U.S. PROBATION OFFICE**

2 The defendant will cooperate fully with the United States Probation Office. Such  
3 cooperation will include truthful statements in response to any questions posed by the Probation  
4 Department including, but not limited to:

5 a. All criminal history information, i.e., all criminal convictions as defined under the  
6 Sentencing Guidelines.

7 b. All financial information, e.g., present financial assets or liabilities that relate to  
8 the ability of the defendant to pay a fine or restitution.

9 c. All history of drug abuse which would warrant a treatment condition as part of  
10 sentencing.

11 d. All history of mental illness or conditions which would warrant a treatment  
12 condition as a part of sentencing.

13 **9. Forfeiture, Civil, and Administrative Proceedings**

14 a. The defendant agrees to identify all assets over which the defendant exercises or  
15 exercised control, directly or indirectly, within the past three (3) years, or in which the defendant  
16 has or had during that time any financial interest. The defendant agrees to take all steps as  
17 requested by the United States to obtain from any other parties by any lawful means any records  
18 of assets owned at any time by the defendant, and which are subject to forfeiture based upon this  
19 agreement. The defendant agrees to provide and/or consent to the release of the defendant's tax  
20 returns for the previous three (3) years.

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1           b.     The defendant agrees to forfeit all his interests in the bank fraud-related assets  
2 listed below:

3                   (1)     \$547,703.18 U.S. Currency (CATS ID 07-FBI-000609)<sup>1</sup>

4                   (2)     \$1,062.63 (CATS ID 07-FBI-000656)<sup>2</sup>

5                   (3)     \$1,498.58 (CATS ID 07-FBI-002650)<sup>3</sup>

6                   (4)     Parcel of property, located at 24401 N. 97th Drive, Peoria, AZ, APN 201-  
7 16-316, and more particularly described as: Melton Ranch 2 MCR 747-24, lot 40, Records of  
8 Maricopa County, Arizona. Owner of record: Pietra Homes LLC, POB 15032, Phoenix, AZ  
9 85060.

10                   (5)     2005 Toyota Avalon, VIN 4T1BK36B25U040508

11           c.     The defendant agrees that the government will obtain a certified appraisal of the  
12 Maricopa County property and understands that this property will be sold by the U.S. Marshals  
13 Service. Defendant understands that the United States may seek entry of an Interlocutory Order  
14 to sell the Maricopa County property, authorizing the United States Marshals Service to take  
15 custody of and to dispose of the Real Property by interlocutory sale, in a commercially  
16 reasonable manner, including private negotiations of contracts for the sale of the Real Property.  
17 Defendant consents to the entry of such an order, and further consents to the entry of the Final  
18 Order of Forfeiture prior to sentencing. Defendant avows that although the Maricopa County  
19 property is titled in the name of Pietra Homes, LLC, he is the sole owner of the property, and  
20 there are no other parties that may claim an interest.

21           d.     With respect to the 2005 Toyota Avalon described above, the defendant avows that  
22 he is the sole owner of this vehicle, and agrees to relinquish control of this vehicle to the  
23 government no later than five (5) days prior to defendant's sentencing date.

24 \_\_\_\_\_  
25 <sup>1</sup> On November 9, 2006, the defendant voluntarily provided these forfeitable assets to the  
U.S. Marshal's Service.

26 <sup>2</sup> On December 6, 2006, the defendant voluntarily provided these forfeitable assets to the  
27 U.S. Marshal's Service.

28 <sup>3</sup> On or about April 9, 2007, the defendant voluntarily provided these forfeitable assets  
to the U.S. Marshal's Service.

1 e. The government and the defendant agree that the defendant's personal residence  
2 and any assets or accounts held jointly with his spouse are not forfeitable, as the financial  
3 investigation conducted by the government identified no commingling of the criminal proceeds  
4 with the assets held jointly between defendant and his spouse.

5 f. The defendant agrees to hold the United States, its agents and employees harmless  
6 from any claims whatsoever in connection with the seizure or forfeiture of property covered by  
7 this agreement.

8 g. The defendant further agrees to waive all interest in any of the assets listed above  
9 in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal.  
10 The defendant agrees to consent to the entry of orders of forfeiture prior to sentencing for such  
11 property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a)  
12 regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at  
13 sentencing, and incorporation of the forfeiture in the judgment. The defendant acknowledges that  
14 he understands that the forfeiture of assets is part of the sentence that may be imposed in this  
15 case and waives any failure by the court to advise him of this, pursuant to Rule 11(b)(1)(J), at  
16 the time his guilty plea is accepted.

17 h. The defendant further agrees to waive all constitutional and statutory challenges  
18 in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture  
19 carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture  
20 constitutes an excessive fine or punishment. The defendant agrees to take all steps as requested  
21 by the United States to pass clear title to forfeitable assets to the United States, and to testify  
22 truthfully in any judicial forfeiture proceeding. Defendant acknowledges that all property  
23 covered by this agreement is subject to forfeiture as proceeds of illegal conduct, property  
24 facilitating illegal conduct, property involved in illegal conduct giving rise to forfeiture, or  
25 substitute assets for property otherwise subject to forfeiture. Defendant further understands that,  
26 as a requirement of the forfeiture portion of this matter a notice of the forfeiture of the above  
27 property must be published to give notice to any person who may claim an ownership interest  
28 in any of the above described property in the Ancillary Proceeding to this case. Defendant

1 specifically asserts that all persons known to the Defendant who have an interest in any of the  
2 above described property have been identified by Defendant to representatives of the  
3 government. Defendant also acknowledges that the publication shall take place after the entry  
4 of the plea and prior to sentencing and that he does not object to this publication, and does not  
5 object to the entry of a Final Order of Forfeiture prior to sentencing.

6 **ELEMENTS AND FACTUAL BASIS**

7 The defendant understands that if the case were to proceed to trial, the government would  
8 be required to prove the following elements beyond a reasonable doubt before the defendant  
9 could be found guilty of each offense to which the defendant is pleading guilty:

10 **Forging Signature of Judge or Court Officer (18 U.S.C. § 505):**

- 11 (1) That the defendant knowingly and willfully forged the signature of any judge,  
12 register, or other officer of a court of the United States;  
13 (2) for the purpose of authenticating a proceeding or document;  
14 (3) knowing such signature to be false or counterfeit.

15 **Bank Fraud (18 U.S.C. § 1344):**

- 16 (1) That the defendant knowingly made up a plan or scheme to obtain money or  
17 property under the custody or control of a financial institution by false or  
18 fraudulent pretenses, representations or promises;  
19 (2) That the defendant knew that the pretenses, representations, or promises were  
20 false;  
21 (3) That the pretenses, representations or promises were material, that is they would  
22 reasonably influence a financial institution to part with money or property,  
23 (4) That the defendant acted with the intent to defraud; and,  
24 (5) That the financial institution was federally insured.

25 The defendant agrees and admits that his actions in furtherance of both offenses took  
26 place in the District of Arizona and elsewhere.

27 The defendant further admits that if this matter were to proceed to trial the United States  
28 could prove the following facts beyond a reasonable doubt:

1 **Background**

2 (1) At all relevant times, SCOTT ALLEN GOMPERT served as a Special  
3 Agent with the Phoenix Field Office for the United States Department of Health and Human  
4 Services, Office of the Inspector General, Office of Investigations. During the relevant period,  
5 GOMPERT worked primarily on Health Care Fraud (HCF) investigations.

6 (2) Over the course of his work on HCF cases, GOMPERT developed in  
7 expertise on identifying and seizing the assets of persons suspected of committing fraud. Many  
8 of the cases under his investigation had ties to Armenian and Russian organized crime  
9 syndicates. As a result of his efforts to track down and seize proceeds of this criminal activity,  
10 GOMPERT developed contacts at a number of financial institutions, many of which are based  
11 in California.

12 **Seizure Number One**

13 (3) In approximately March 2005, GOMPERT received a telephone call in  
14 Phoenix, Arizona from a California-based in-house investigator for a federally insured national  
15 financial institution. The investigator told GOMPERT about a suspicious Medicare account.  
16 After investigating the matter from his office in Phoenix, GOMPERT determined that the  
17 account was being used to process fraudulent Medicare payments. GOMPERT then decided to  
18 take steps to secure the money in the account for his personal use.

19 (4) On April 29, 2005, GOMPERT prepared the paperwork to create a bank  
20 account at Harris Bank in Phoenix in the name "USMS Fund #3." GOMPERT then created an  
21 affidavit and a counterfeit seizure warrant, including the falsified signature of a United States  
22 Magistrate Judge, that purportedly directed the financial institution to withdraw the funds in the  
23 Medicare fraud account and prepare a cashier's check payable to "USMS Fund #3."

24 (5) In mid-May, 2005, GOMPERT traveled from Phoenix to Los Angeles,  
25 presented his credentials and the counterfeit seizure warrant to the financial institution, and  
26 received the requested cashier's check, in the amount of \$253,405.90. GOMPERT then returned  
27 to Phoenix and deposited the check into the "USMS Fund #3" Harris Bank account he had  
28

1 created. GOMPERT used significant portions of this money to pay off the mortgage on his  
2 home, to purchase a new Toyota Avalon automobile, and to pay off some credit card debt.

3 **Seizure Number Two**

4 (6) In the late-Fall of 2005, GOMPERT received another telephone call in  
5 Phoenix from the same California-based in-house investigator from the national financial  
6 institution regarding an additional suspicious account. GOMPERT considered pursuing the case  
7 in a manner consistent with his official duties, and reached out to an HHS-OIG Agent based in  
8 Los Angeles to ask her to work the case with him. When she declined GOMPERT'S offer, he  
9 made the decision to again take the money for his personal use.

10 (7) In December 2005 in Phoenix, GOMPERT once again created an affidavit  
11 and counterfeit seizure warrant bearing the falsified signature of a United States Magistrate  
12 Judge, traveled from Phoenix to Los Angeles, presented his credentials and the false paperwork,  
13 and secured a cashier's check for \$588,439.40, made out to "USMS Fund #3." GOMPERT  
14 returned to Phoenix and deposited the money in the Harris Bank account.

15 (8) A few weeks later, GOMPERT moved \$535,000.00 of this money into a  
16 certificate of deposit (CD) with Wells Fargo Bank.

17 **Seizure Number Three**

18 (9) In January 2006, GOMPERT decided he wanted to stop working for the  
19 U.S. government and enter the high-end home building market. He wanted to purchase a piece  
20 of land in a gated community in Arizona worth approximately \$450,000. GOMPERT then  
21 decided that, to facilitate his plan, he wanted to find another account to seize for his personal  
22 use.

23 (10) GOMPERT used his investigative tools and training to identify another  
24 suspicious account with a different federally insured California-based financial institution.  
25 GOMPERT placed a call from Phoenix to the financial institution in Los Angeles to inquire  
26 about the account. GOMPERT then prepared an affidavit and another counterfeit seizure  
27 warrant, bearing the signature of a different United States Magistrate Judge than had been on the  
28 first two counterfeit warrants.

1 (11) In early-February 2006, GOMPERT traveled from Phoenix to Los Angeles,  
2 visited the financial institution, presented his credentials and the false paperwork, and secured  
3 a cashier's check in the amount of \$267,314.03, made out to "USMS Fund #3." He returned to  
4 Phoenix and deposited the funds in the Harris Bank account.

5 (12) Shortly after obtaining the money from the third seizure, in approximately  
6 March 2006, GOMPERT opened a Wells Fargo bank account in the name of Pietra Homes,  
7 LLC, an entity which he had created in anticipation of his foray into the home building industry.

8 (13) In March 2006, GOMPERT moved approximately \$250,000 of the stolen  
9 money from the Harris Bank account to the Wells Fargo account. On April 5, 2006, GOMPERT  
10 took out a \$250,000 home equity loan on his house through Wells Fargo and used this money,  
11 along with \$200,000 of the money he had stolen, to purchase land in Peoria, Arizona.

12 **Voluntary Disclosure of Conduct**

13 (14) On or about November 8, 2006, through counsel, the defendant voluntarily  
14 disclosed his conduct to the United States Attorney's Office in Phoenix.

15 (15) On November 9, 2006, the defendant, in the presence of counsel,  
16 voluntarily provided an account of his conduct to the United States Attorney's Office and the  
17 Federal Bureau of Investigation.

18 I understand that I will have to swear under oath to the accuracy of this statement, and if  
19 I should be called upon to testify about this matter in the future, any intentional material  
20 inconsistencies in my testimony may subject me to additional penalties of perjury or false  
21 swearing which may be enforced by the United States under this agreement.

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1 I am satisfied that my defense attorney has represented me in a competent manner.

2 I am fully capable of understanding the terms and conditions of this plea agreement. I  
3 am not now on or under the influence of any drug, medication, liquor, or other intoxicant or  
4 depressant, which would impair my ability to fully understand the terms and conditions of this  
5 plea agreement.

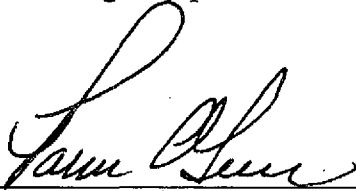
6  
7 10/30/07  
8 Date

  
9 SCOTT ALLEN GOMPERT  
10 Defendant

11 **DEFENSE ATTORNEY'S APPROVAL**

12 I have discussed this case and the plea agreement with my client, in detail and have  
13 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the constitutional  
14 and other rights of an accused, the factual basis for and the nature of the offense to which the  
15 guilty plea will be entered, possible defenses, and the consequences of the guilty plea including  
16 the maximum statutory sentence possible. I have further discussed the concept of the advisory  
17 sentencing guideline with the defendant. No assurances, promises, or representations have been  
18 given to me or to the defendant by the United States or by any of its representatives which are  
19 not contained in this written agreement. I concur in the entry of the plea as indicated above and  
20 on the terms and conditions set forth in this agreement as in the best interests of my client. I  
21 agree to make a bona fide effort to ensure that the guilty plea is entered in accordance with all  
22 the requirements of Fed. R. Crim. P. 11.

23 30 Aug  
10-29-07  
24 Date

  
25 PATRICIA GITRE  
26 Attorney for Defendant  
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**UNITED STATES' APPROVAL**

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth are appropriate and are in the best interests of justice.

WILLIAM M. WELCH II  
Chief, Public Integrity Section  
Criminal Division  
United States Department of Justice

10-30-07  
Date

  
MATTHEW L. STENNES  
Trial Attorney, Public Integrity Section  
Criminal Division  
United States Department of Justice

**COURT'S ACCEPTANCE  
OF PLEA AGREEMENT OF SCOTT ALLEN GOMPERT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
HON.  
United States District Judge