



U.S. Department of Justice

Antitrust Division

New York Office

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Room 3630
New York, New York 10278-0004

212/824-1290
FAX 917/286-0893

February 3, 2020

William F. Dow III, Esq.
Jacobs & Dow, LLC
350 Orange Street
New Haven, CT 06511

Re: United States v. Langan Insulation LLC
Case No. 3:20CR 15 (KAD)



Dear Attorney Dow:

This letter confirms the plea agreement between your client, Langan Insulation LLC (the “defendant”), and the United States Department of Justice Antitrust Division and the United States Attorney’s Office for the District of Connecticut (the “Government”) concerning the referenced criminal matter.

THE PLEA AND OFFENSES

In consideration for the benefits offered under this agreement, the defendant agrees to waive its right to be indicted and agrees to plead guilty to both counts of a two-count Information, which charges it with: (i) one count of violating 15 U.S.C. § 1 (Conspiracy to Restrain Trade) and (ii) one count of violating 18 U.S.C. § 1349 (Conspiracy to Commit Wire Fraud).

15 U.S.C. § 1 (Conspiracy to Restrain Trade): With respect to Count One, the defendant understands that, to be guilty of this offense, the following essential elements must be satisfied:

1. There was a combination or conspiracy to restrain trade during the time alleged in the Information;
2. The defendant knowingly joined the conspiracy; and
3. The activity was within the flow of or substantially affected interstate or foreign commerce.

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18 U.S.C. § 1349 (Conspiracy to Commit Wire Fraud): With respect to Count Two, the defendant understands that, to be guilty of this offense, the following essential elements must be satisfied:

1. On or about the dates charged in the Information, a conspiracy existed to commit wire fraud; and
2. The defendant knowingly and intentionally became a member of that conspiracy.

THE PENALTIES

Imprisonment

Conspiracy to restrain trade under 15 U.S.C. § 1 ordinarily carries a maximum penalty of 10 years of imprisonment, which does not apply in this context, as the defendant is a corporate defendant.

Conspiracy to commit wire fraud under 18 U.S.C. § 1349 ordinarily carries a maximum penalty of 20 years of imprisonment, which does not apply in this context, as the defendant is a corporate defendant.

Supervised Release

With respect to both Count One and Count Two, pursuant to 18 U.S.C. § 3583, the Court ordinarily may impose a term of supervised release of not more than 3 years to begin after any term of imprisonment imposed; however, supervised release is not applicable in this context involving a corporate defendant.

Probation

With respect to both Count One and Count Two, pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of probation of at least one year, but not more than five years.

Fine

Count One carries a maximum fine of \$100 million. The defendant is also subject to the alternative fine provision of 18 U.S.C. § 3571. Under this section, the maximum fine that may be imposed on the defendant is the greatest of the following amounts: (1) twice the gross gain to the defendant resulting from the offense; (2) twice the gross loss resulting from the offense, which is approximately \$6.4 million; or (3) \$100 million.

Count Two carries a maximum fine of \$500,000. The defendant is also subject to the alternative fine provision of 18 U.S.C. § 3571. Under this section, the maximum fine that may

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be imposed on the defendant is the greatest of the following amounts: (1) twice the gross gain to the defendant resulting from the offense; (2) twice the gross loss resulting from the offense, which is approximately \$6.4 million; or (3) \$500,000.

Special Assessment

In addition, the defendant is obligated by 18 U.S.C. § 3013 to pay a special assessment of \$400 on each count of conviction, for a total of \$800. The defendant agrees to pay the special assessment to the Clerk of the Court on the day the guilty plea is accepted.

Restitution

In addition to the other penalties provided by law, the Court must also order that the defendant make restitution under 18 U.S.C. § 3663A, and the Government reserves its right to seek restitution on behalf of victims consistent with the provisions of § 3663A. The scope and effect of the order of restitution are set forth in the attached Rider Concerning Restitution. Restitution is payable immediately unless otherwise ordered by the Court.

Regardless of restitution that may be ordered by the Court noted above, the defendant agrees to pay at least \$250,000 in restitution on a joint and several basis with its co-conspirators. The defendant agrees that 30 days prior to the date of sentencing, it will have \$100,000 in liquid assets previously held in an escrow account controlled by its attorney, turned over to the Clerk of Court in anticipation of a criminal monetary imposition. The Government and the defendant agree to recommend to the Court that the funds in the escrow account be used only to satisfy any restitution first, and then any remainder to satisfy any fine that the defendant is sentenced to pay. The defendant acknowledges, however, that the Court may sentence it to pay fines and restitution totaling more than the amount in the escrow account. The Government and the defendant also agree that if the funds in the escrow account exceed the amount of fines and restitution the defendant is sentenced to pay, it will seek the Court's permission to return the remainder to it. The defendant agrees to make such restitution as ordered by the Court.

Interest, penalties, and fines

Unless otherwise ordered, should the Court impose a fine or restitution of more than \$2,500 as part of the sentence, interest will be charged on the unpaid balance of the fine or restitution not paid within 15 days after the judgment date. 18 U.S.C. § 3612(f). Other penalties and fines may be assessed on the unpaid balance of a fine or restitution pursuant to 18 U.S.C. §§ 3572(h), (i) and 3612(g).

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Forfeiture

United States v. Contents of Account Ending 5419 Held in the Name of Langan Insulation LLC at KeyBank, 3:18MC30 (SALM)

Pursuant to 18 U.S.C. § 981(a)(1)(A) and (C), and based on its commission of the conspiracy to commit wire fraud charged in Count Two of the Information, the defendant agrees to forfeit, in the civil forfeiture case to be filed, all interests in the contents of the account ending in 5419 held in the name of Langan Insulation LLC at KeyBank (hereinafter, the “Forfeitable Assets”), and to execute a Stipulated Forfeiture Agreement to effectuate the forfeiture.

The defendant agrees to waive all interests in the Forfeitable Assets, in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. The defendant agrees to consent to the entry of an order of forfeiture for the above-described assets that are to be forfeited, and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) 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 it 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 it of this, pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J), at the time its guilty plea is accepted.

The defendant agrees to hold the United States, the Federal Bureau of Investigation, Department of Justice, the Antitrust Division, the Department of Defense – Office of Inspector General, the United States Attorney’s Office for the District of Connecticut, and their agents and employees harmless from any claims whatsoever in connection with the seizure, detention, and forfeiture of the above-listed assets covered by this agreement.

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 also understands and agrees that by virtue of its plea of guilty it waives any rights or cause of action to claim that it is a “substantially prevailing party” for the purpose of recovery of attorney fees and other litigation costs in any related forfeiture proceeding pursuant to 28 U.S.C. § 2465(b)(1).

Restoration of Forfeited Assets

Although the Government lacks authority to decide whether the proceeds of the above-referenced forfeiture will be applied to victim restitution, the Government agrees to make diligent efforts to seek such authorization, through the Department of Justice Money Laundering and Asset Recovery Section’s (“MLARS”) application process. A restoration application constitutes a request for Departmental authority to apply the proceeds of a designated forfeiture

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to victim restitution. The decision whether to grant the application lies exclusively with the MLARS.

THE SENTENCING GUIDELINES

Applicability

The defendant understands that the Court is required to consider any applicable Sentencing Guidelines as well as other factors enumerated in 18 U.S.C. § 3553(a) to tailor an appropriate sentence in this case and is not bound by this plea agreement. The defendant agrees that the Sentencing Guideline determinations will be made by the Court, by a preponderance of the evidence, based upon input from the defendant, the Government, and the United States Probation Office. The defendant further understands that it has no right to withdraw its guilty plea if its sentence or the guideline application is other than it anticipated, including if the sentence is outside any of the ranges set forth in this agreement.

Stipulation

Pursuant to § 6B1.4 of the Sentencing Guidelines, the defendant and the Government have entered into the attached stipulation, which is a part of this plea agreement. The defendant understands that this stipulation does not set forth all of the relevant conduct and characteristics that may be considered by the Court for purposes of sentencing. The defendant understands that this stipulation is not binding on the Court. The defendant also understands that the Government and the United States Probation Office are obligated to advise the Court of any additional relevant facts that subsequently come to their attention.

Guideline Stipulation

The parties agree as follows:

The Guidelines Manual in effect on the date of sentencing is used to determine the applicable guidelines range.

The parties agree that Counts One and Two are grouped under U.S.S.G. § 3D1.2(a). The defendant's base offense level under U.S.S.G. § 2B1.1(a)(1) is 7.

The parties disagree as to the amount of loss under U.S.S.G. § 2B1.1(b)(1). The defendant believes that the reasonably foreseeable loss resulting from the scheme is between \$250,000 and \$550,000, which results in a 12-level increase under U.S.S.G. § 2B1.1(b)(1)(G). The Government believes that the reasonably foreseeable loss resulting from the scheme is at least \$3,200,000, which results in a 16-level increase under U.S.S.G. § 2B1.1(b)(1)(I) because the reasonably foreseeable loss is over \$1,500,000 but less than \$3,500,000.

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The parties disagree as to the applicability of U.S.S.G. § 2B1.1(b)(10). The Government's position is that the defendant should receive a 2-level enhancement under U.S.S.G. § 2B1.1(b)(10) because the offense otherwise involved sophisticated means and the defendant intentionally engaged in or caused the conduct constituting sophisticated means. The defendant reserves its right to argue against such an enhancement.

Accordingly, the parties disagree as to the base fine under U.S.S.G. § 8C2.4. Pursuant to the above, the defendant's position is that the base fine is \$850,000 and the Government believes that the base fine is \$5,000,000.

The parties agree that, pursuant to U.S.S.G. § 8C2.5, the defendant's culpability score is 4 points, calculated as follows:

- 5 points under U.S.S.G. § 8C2.5(a)
- +1 points under U.S.S.G. § 8C2.5(b)(5)
- 2 points under U.S.S.G. § 8C2.5(g)(2)

Pursuant to U.S.S.G. § 8C2.6, for a culpability score of 4, the minimum multiplier is 0.80 and the maximum multiplier is 1.60.

Thus, the defendant's position is that the fine guideline range is \$680,000 to \$1,360,000 and the Government's position is that the fine guidelines range is \$4,000,000 to \$8,000,000, pursuant to U.S.S.G. § 8C2.7.

In the event the United States Probation Office or the Court contemplates any sentencing calculations different from those stipulated by the parties, the parties reserve the right to respond to any inquiries and make appropriate legal arguments regarding the proposed alternate calculations. Moreover, the parties reserve the right to defend any sentencing determination, even if it differs from that stipulated by the parties, in any post-sentencing proceeding.

Pursuant to U.S.S.G. § 8C2.2(b), no precise determination of the Guideline fine range is required because it is readily ascertainable that the defendant cannot and is not likely to become able to pay the minimum of the Guideline fine.

Joint Fine Agreement

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the Government and the defendant agree that they will recommend as the appropriate disposition of this case that the Court impose a criminal fine of \$150,000 ("the recommended fine"). The Government and the defendant agree that the applicable guideline fine range exceeds the recommended fine. The parties further agree that a reduction from the guidelines fine range is appropriate pursuant to U.S.S.G. § 8C3.3(a) and (b) due to the inability of the defendant to pay a fine greater than an amount that includes this

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recommended reduction and make restitution to the victims without substantially jeopardizing its continued viability.

The defendant understands that the Court is not bound by the parties' agreement on the recommended fine. The defendant further understands that it will not be permitted to withdraw its guilty plea if the Court does not impose the jointly recommended fine contained in this agreement.

Information to the Court

The Government reserves its right to address the Court with respect to an appropriate sentence to be imposed in this case. Moreover, the Government will discuss the facts of this case, including information regarding the defendant's background, 18 U.S.C. § 3661, with the United States Probation Office and will provide the Probation Officer with access to material in its file, with the exception of grand jury material.

WAIVER OF RIGHTS

The defendant acknowledges and agrees that it is knowingly, intelligently, and voluntarily waiving the following rights:

Waiver of Right to Indictment

The defendant understands that it has the right to have the facts of this case presented to a federal grand jury, consisting of between sixteen and twenty-three citizens, twelve of whom would have to find probable cause to believe that it committed the offense set forth in the information before an indictment could be returned. The defendant acknowledges that it is waiving its right to be indicted.

Waiver of Trial Rights and Consequences of Guilty Plea

The defendant understands that it has the right to be represented by an attorney at every stage of the proceeding and, if necessary, one will be appointed to represent it.

The defendant understands that it has the right to plead not guilty or to persist in that plea if it has already been made, the right to a public trial, the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against it, the right ~~not to be compelled to incriminate itself~~, the right to testify and present evidence, and the right to compel the attendance of witnesses to testify in its defense. The defendant understands that by pleading guilty it waives those rights and that, if the plea of guilty is accepted by the Court, there will not be a further trial of any kind.

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The defendant understands that, if it pleads guilty, the Court may ask questions about each offense to which it pleads guilty, and if it answers those questions falsely under oath, on the record, and in the presence of counsel, the answers may later be used against it in a prosecution for perjury or making false statements.

Waiver of Statute of Limitations

The defendant agrees that, should the conviction following defendant's guilty plea be vacated for any reason, then any prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this plea agreement (including any indictment or counts the Government has agreed to dismiss at sentencing pursuant to this plea agreement) may be commenced or reinstated against the defendant, notwithstanding the expiration of the statute of limitations between the signing of this plea agreement and the commencement or reinstatement of such prosecution. The defendant agrees to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date the plea agreement is signed.

Waiver of Right to Challenge Conviction

The defendant acknowledges that under certain circumstances it is entitled to challenge its conviction. By pleading guilty, the defendant waives its right to appeal or collaterally attack its conviction in any proceeding, including but not limited to a motion under 28 U.S.C. §§ 2255 and/or 2241. In addition to any other claims it might raise, the defendant waives its right to challenge its conviction based on (1) any non-jurisdictional defects in the proceedings before entry of this plea, (2) a claim that the statute(s) to which the defendant is pleading guilty is unconstitutional, and (3) a claim that the admitted conduct does not fall within the scope of the statute. This waiver does not preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

Waiver of Right to Appeal or Collaterally Attack Sentence

The defendant acknowledges that under certain circumstances, it is entitled to challenge its sentence. In consideration for the benefits offered under this agreement, the defendant agrees not to appeal or collaterally attack the sentence in any proceeding, including but not limited to a motion under 28 U.S.C. §§ 2255 and/or 2241, if that sentence does not exceed five years' probation, a \$150,000 fine, a \$800 special assessment, a \$3,200,000 order of restitution, and forfeiture of the assets described on page 4 above even if the Court imposes such a sentence based on an analysis different from that specified above. Furthermore, the parties agree that any challenge to the defendant's sentence that is not foreclosed by this provision will be limited to that portion of the sentencing calculation that is inconsistent with (or not addressed by) this waiver. This waiver does not preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

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SUSPENSION OR DEBARMENT CONSEQUENCES OF PLEA

The defendant understands that it may be subject to suspension or debarment action by state or federal agencies other than the United States Department of Justice, Antitrust Division, based upon the conviction resulting from this plea agreement, and that this plea agreement in no way controls what action, if any, other agencies may take. However, the Antitrust Division agrees that, if requested, it will advise the appropriate officials of any governmental agency considering such action of the fact, manner, and extent of the defendant's acceptance of responsibility and any assistance of the defendant as a matter for that agency to consider before determining what action, if any, to take. The defendant nevertheless affirms that it wants to plead guilty regardless of any suspension or debarment consequences of its plea.

ACKNOWLEDGMENT OF GUILT AND VOLUNTARINESS OF PLEA

The defendant acknowledges that it is entering into this agreement and is pleading guilty freely and voluntarily because it is guilty. The defendant further acknowledges that it is entering into this agreement without reliance upon any discussions between the Government and itself (other than those described in the plea agreement letter), without promise of benefit of any kind (other than the concessions contained in the plea agreement letter), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges its understanding of the nature of the offense to which it is pleading guilty, including the penalties provided by law. The defendant also acknowledges its complete satisfaction with the representation and advice received from its undersigned attorney. The defendant and its undersigned counsel are unaware of any conflict of interest concerning counsel's representation of the defendant in the case.

SCOPE OF THE AGREEMENT

The defendant acknowledges that this agreement is limited to the undersigned parties and cannot bind any other federal authority, or any state or local authority. The defendant acknowledges that no representations have been made to it with respect to any civil or administrative consequences that may result from this plea of guilty because such matters are solely within the province and discretion of the specific administrative or governmental entity involved. Finally, the defendant acknowledges that this agreement has been reached without regard to any civil tax matters that may be pending or which may arise involving it.

COLLATERAL CONSEQUENCES

The defendant understands that it will be adjudicated guilty of the offense to which it has pleaded guilty. The defendants understand that the Government reserves the right to notify any state or federal agency by which it is licensed, or with which it does business, of the fact of this conviction.

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SATISFACTION OF FEDERAL CRIMINAL LIABILITY; BREACH

The defendant's guilty plea, if accepted by the Court, will satisfy its federal criminal liability of the defendant in the District of Connecticut as a result of its participation in schemes to rig bids and engage in fraud relating to insulation contracts in Connecticut, which forms the basis of the Information in this case.

The defendant understands that if, before sentencing, it violates any term or condition of this agreement, engages in any criminal activity, or fails to appear for sentencing, the Government may void all or part of this agreement. If the agreement is voided in whole or in part, the defendant will not be permitted to withdraw its guilty plea.

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NO OTHER PROMISES

The defendant acknowledges that no other promises, agreements, or conditions have been entered into other than those set forth in this plea agreement, and none will be entered into unless set forth in writing, signed by all the parties.

This letter shall be presented to the Court, in open court, and filed in this case.

Very truly yours,



HELEN CHRISTODOULOU
MILOSZ GUDZOWSKI
TRIAL ATTORNEYS
U.S. DEPARTMENT OF JUSTICE
ANTITRUST DIVISION



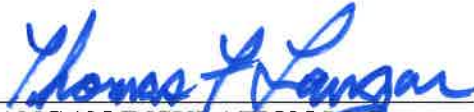
DAVID T. HUANG
ASSISTANT UNITED STATES ATTORNEY
DISTRICT OF CONNECTICUT


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The defendant certifies that it has read this plea agreement letter and its attachment(s) or has had it read or translated to it, that it has had ample time to discuss this agreement and its attachment(s) with counsel and that it fully understands and accepts its terms.




LANGAN INSULATION LLC
The Defendant
By _____
Its Duly Authorized Representative



Date

I have thoroughly read, reviewed and explained this plea agreement and its attachment(s) to my client who advises me that it understands and accepts its terms.



WILLIAM F. DOW III, ESQ.
Attorney for the Defendant



Date

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STIPULATION OF OFFENSE CONDUCT AND RELEVANT CONDUCT

The defendant, Langan Insulation LLC (“LANGAN INSULATION”), and the Government stipulate to the following offense conduct and relevant conduct that give rise to the defendant’s agreement to plead guilty to Counts One and Two of the Information:

1. Whenever in this stipulation reference is made to any act, deed, or transaction of LANGAN INSULATION, the stipulation means that LANGAN INSULATION engaged in the act, deed, or transaction by or through its officers, directors, agents, employees, or other representatives while they were actively engaged in the management, direction, control, or transaction of its business or affairs.
2. Beginning at least as early as October 2011 and continuing until as late as March 2018, in the District of Connecticut and elsewhere, LANGAN INSULATION, including Thomas F. Langan (“Langan”), knowingly entered into and engaged in a combination and conspiracy to suppress and eliminate competition by allocating customers, rigging bids, and fixing prices for insulation contracts in unreasonable restraint of interstate trade and commerce.
3. During this period, LANGAN INSULATION bid on insulation contracts. LANGAN was a 49% co-owner of LANGAN INSULATION, and was responsible for bidding on insulation contracts.
4. During this period, LANGAN INSULATION, including Langan, knowingly agreed with Michael S. Flynn (“Flynn”), Gary DeVoe (“DeVoe”), Paul M. Camara Jr. (“Camara”), and CC-1 through CC-3, whose identities are known to LANGAN INSULATION and the Court, to share their respective bids and bid prices for the purpose of allocating insulation contracts among them at higher bid prices than if they had competed against each other. LANGAN INSULATION, Langan, Flynn, DeVoe, Camara, and CC-1 through CC-3 shared bids and bid prices through various means including during meetings, through phone calls, and using email, faxes, text messages and the Confide messaging application. LANGAN INSULATION, Langan, Flynn, DeVoe, Camara, and CC-1 through CC-3 submitted non-competitive bids. As a result of their agreement to collude, LANGAN INSULATION, Langan, Flynn, DeVoe, Camara, and CC-1 through CC-3 provided insulation services pursuant to contracts that were awarded at collusive and noncompetitive prices. LANGAN INSULATION’s participation was limited to projects in Connecticut.
5. The business activities that are the subject of Count One were within the flow of, and substantially affected, interstate trade and commerce.
6. During this period, in the District of Connecticut and elsewhere, LANGAN INSULATION, including Langan, knowingly and willfully participated in a conspiracy to execute a scheme and artifice to defraud mechanical contractors, general contractors and/or project owners on insulation projects for various entities, including universities,

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hospitals and other public and private entities who had solicited competitive bids that included insulation services.


7. The confidentiality and independence of the bids were essential to maintaining integrity and fairness during the bidding process, and in ensuring that customers receive the best value. In some cases, other bidders were required to certify that they had not engaged in anticompetitive conduct (i.e., by signing certificates of non-collusion or independent pricing).
8. LANGAN INSULATION, Langan, Flynn, DeVoe, Camara, CC-1 through CC-3, and others sent, or caused to be sent, bids to mechanical and general contractors via emails and faxes to and from Connecticut to and from states outside of Connecticut that were a result of the agreement between and among them to provide collusive, non-competitive bid prices on insulation contracts.
9. LANGAN INSULATION, Langan, Flynn, DeVoe, Camara, CC-1, CC-3, and others submitted collusive, non-competitive bids to mechanical contractors, via e-mail and fax, knowing that those contractors would be providing materially false certificates of non-collusion or independent pricing when those contractors in turn submitted their bids subject to requirements for competitive bidding.
10. LANGAN INSULATION, Langan, Flynn, DeVoe, and Camara perpetrated and concealed the bid-rigging and fraud conduct through the use of cellular phones for which the registration masked the identity of the users and through the use of Confide, a disappearing text messaging app.
11. LANGAN INSULATION, Langan, Flynn, DeVoe, Camara, and CC-1 through CC-3 inflated their bid prices by approximately 10% as a result of their agreement to rig bids and engage in fraud.
12. The relevant and reasonably foreseeable losses attributable to LANGAN INSULATION is at least \$250,000. The defendant understands that the Government will argue and present evidence that, in fact, the reasonable foreseeable loss attributable to LANGAN INSULATION is significantly higher.

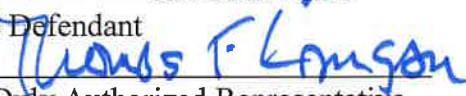
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This written stipulation is part of the plea agreement. The Government and the defendant reserve their right to present additional offense conduct and relevant conduct to the Court in connection with sentencing.



LANGAN INSULATION LLC
The Defendant
By 

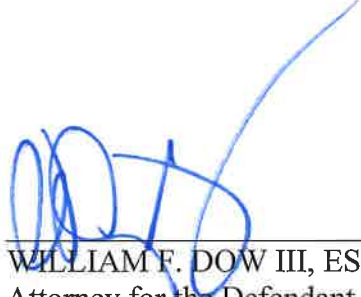
Its Duly Authorized Representative



HELEN CHRISTODOULOU
MILOSZ GUDZOWSKI
TRIAL ATTORNEYS
U.S. DEPARTMENT OF JUSTICE
ANTITRUST DIVISION



DAVID T. HUANG
ASSISTANT UNITED STATES ATTORNEY
DISTRICT OF CONNECTICUT



WILLIAM F. DOW III, ESQ.
Attorney for the Defendant



Date

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RIDER CONCERNING RESTITUTION

The Court shall order that the defendant make restitution under 18 U.S.C. § 3663A as follows:

1. If the offense resulted in damage to or loss or destruction of property of a victim of the offense:
 - A. Return the property to the owner of the property or someone designated by the owner; or
 - B. If return of the property is impossible, impracticable, or inadequate, pay an amount equal to:
The greater of -
 - (I) the value of the property on the date of the damage, loss, or destruction; or
 - (II) the value of the property on the date of sentencing, less the value as of the date the property is returned.
2. In the case of an offense resulting in bodily injury to a victim –
 - A. Pay an amount equal to the costs of necessary medical and related professional services and devices related to physical, psychiatric, and psychological care; including non-medical care and treatment rendered in accordance with a method of healing recognized by the law of the place of treatment;
 - B. Pay an amount equal to the cost of necessary physical and occupational therapy and rehabilitation; and
 - C. Reimburse the victim for income lost by such victim as a result of such offense;
3. In the case of an offense resulting in bodily injury that results in the death of the victim, pay an amount equal to the cost of necessary funeral and related services; and
4. In any case, reimburse the victim for lost income and necessary child care, transportation, and other expenses incurred during participation in the investigation or prosecution of the offense or attendance at proceedings related to the offense.

The order of restitution has the effect of a civil judgment against the defendant. In addition to the Court-ordered restitution, the Court may order that the conditions of its order of restitution be made a condition of probation or supervised release. Failure to make restitution as ordered may result in a revocation of probation, 18 U.S.C. § 3565, or a modification of the conditions of supervised release, 18 U.S.C. § 3583(e). Failure to pay restitution may also result in the defendant being held in contempt, or the defendant's re-sentencing to any sentence which

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might originally have been imposed by the Court. *See* 18 U.S.C. §§ 3613A, 3614. The Court may also order that the defendant give notice to any victim(s) of its offense under 18 U.S.C. § 3555.