

JAN 15 2014 *[Signature]*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

**MATTHEW J. DYKMAN**  
CLERK

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 TODD A. BOURGEOIS, )  
 )  
 Defendant. )

Citation No.: FAMS 4384502  
TSA Case No.: 2014ABQ0048

**NOTICE OF AGREEMENT AND CONSENT ORDER**

The parties respectfully notify the Court of the following Notice of Agreement and Consent Order (NA&CO) between the United States Attorney for the District of New Mexico, the Defendant, Todd A. Bourgeois, and the Defendant's counsel, Román R. Romero. *See*, 49 C.F.R. § 1503.423 (Consent Orders).

1. Factual Basis

a. An individual may not knowingly and willfully enter an airport area that serves an air carrier or foreign air carrier in violation of security requirements. *See* 49 U.S.C. §§ 46314(a) (providing a criminal offense punishable as a Class A misdemeanor).

b. In addition, an individual is prohibited from having a weapon, explosive, or incendiary, on or about the individual's person or accessible property when the individual is entering a sterile area or boarding a flight. *See* 49 C.F.R. §§ 1540.111(a)(1) and 1503.401(b)(1) (providing a regulatory offense with civil sanction of up to \$11,000 for an individual; adjusted for inflation pursuant to 49 C.F.R. § 1503.401(d)); *see also* 49 U.S.C. § 46301(a)(5)(A)(i).

c. A report of investigation indicates that on December 2, 2013, the Defendant was preparing to board a flight from the Albuquerque International Sunport (ABQ), Albuquerque, New Mexico. The Defendant offered himself and his property for inspection before entering the sterile area. During the Transportation and Security Administration's (TSA) inspection of Defendant's property at the airport security area, TSA discovered a Glock-19 firearm (Serial #PPX267) loaded with fifteen rounds of 9 mm ammunition in the Defendant's accessible property. The weapon was not hidden in any manner, and, in fact, was in the outer, and upper pouch of his luggage, resting at the very top. One 9 mm round of ammunition was chambered in the weapon. As a result of finding the Defendant's loaded weapon in a sterile area, a TSA Law Enforcement Officer issued the Defendant a federal District Court Violation Notice (Citation).

d. The United States agrees that the Defendant was not prohibited by law from possessing the firearm, and that Defendant had a current State of Florida Concealed Weapon or Firearm license (No. W1187010).

2. Collateral Forfeiture. The Defendant agrees to remit to the Central Violations Bureau (CVB) an amount of \$25 as a mandatory CVB Processing Fee, and \$975 as a collateral forfeiture, for a total due of \$1,000.

3. Voluntary Abandonment of Instrumentality. The Defendant asserts that he is the sole owner of the above-described weapon and ammunition. Defendant agrees the described firearm and ammunition were the items found by TSA as indicated in the Violation Notice. As part of this NA&CO, the Defendant hereby relinquishes all title, interest and rights, now and forever, to the described firearm and ammunition to the United States. The described objects will be disposed of pursuant to applicable statutes and regulations.

4. ConsentOrder

a. Pursuant to D.N.M.LR-Cr. 58(a)(4), the collateral forfeiture paid is *not* a fine, and this NA&CO is not an admission of criminal guilt. As such, the Defendant is *not* guilty of violating 49 U.S.C. § 46314(a), as alleged in the Violation Notice (Case No. FAMS 4384502), and he persists in his “not guilty” plea to the criminal charges. The Defendant acknowledges, however, that this incident may be considered in any similar criminal offense that is charged subsequently.

b. The Defendant admits and stipulates to the factual basis above, including jurisdiction, and to a violation of 49 C.F.R. § 1540.111(a)(1) of the Transportation Security Regulations for civil purposes, in that Defendant brought a loaded weapon into a sterile area in his accessible property. The Defendant waives his rights to further procedural steps and all rights to judicial review of this matter. Further, the TSA agrees to *not* assess a civil penalty in the matter against the Defendant. Accordingly, this NA&CO constitutes a finding by the TSA of the facts and regulatory violation contained herein. This NA&CO is issued pursuant to 49 U.S.C. §§ 46301(a) and (d), and to 49 C.F.R. § 1503.423.

c. The United States agrees to forego a civil penalty of up to \$11,000 under 49 U.S.C. § 46301(a)(5)(A)(i) as a result of the agreement to the issuance of the NA&CO.

d. The Defendant acknowledges that the United States will advise the State of Florida that this incident occurred and it was resolved without further criminal or civil proceedings.

5. *B* The Defendant hereby enters into this agreement for the purpose of resolving any possible civil liability to the United States based upon the factual basis herein.

*W*

AGREED TO AND SIGNED this 9<sup>th</sup> day of January, 2014.

Respectfully submitted,

STEVEN C. YARBROUGH  
Acting United States Attorney

  
WILLIAM J. PELUGRATH  
Assistant United States Attorney  
Post Office Box 607  
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(505) 346-7274

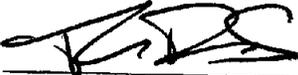
With STARLA R. MATTHEWS  
Assistant Chief Counsel, TSA Field Office  
San Diego, CA 92106  
(619) 321-1335

I am TODD BOURGEOIS's attorney. I have carefully discussed every part of this NA&CO with my client. Further, I have fully advised my client of his rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant Sentencing Guidelines provisions, and of the consequences of entering into this NA&CO. To my knowledge, my client's decision to enter into this NA&CO is an informed and voluntary one.



ROMAN R. ROMERO  
Attorney for the Defendant

I understand the terms of this NA&CO, and I voluntarily agree to those terms. My attorney has advised me of my rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant Sentencing Guidelines provisions, my right to not abandon my personal property, the possible civil penalties, and of the consequences of entering into this NA&CO. No promises or inducements have been given to me other than those contained herein. No one has threatened or forced me in any way to enter into this NA&CO. I agree to this NA&CO being entered by the TSA in lieu of a civil penalty in this case. Finally, I am satisfied with the representation of my attorney in this matter.

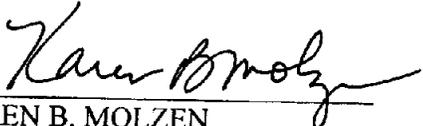


TODD A. BOURGEOIS  
Defendant

THIS COURT has considered this NA&CO, and is fully advised of the premises set forth. It is satisfied that the Defendant has entered this NA&CO knowingly and voluntarily, and therefore, it hereby

ACCEPTS this agreement and enters this Consent Order.

1/15/2014  
Date

  
KAREN B. MOLZEN  
Chief United States Magistrate Judge