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U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

September 2013 Grand Jury

SACR14-00110

UNITED STATES OF AMERICA,

No. SA CR 14-

Plaintiff,

I N D I C T M E N T

v.

[18 U.S.C. § 1341: Mail Fraud]

VI NGUYEN,
aka "Vi Anderson,"
THERESA FISHER, and
LINDSAY HARDGRAVES,

Defendants.

The Grand Jury charges:

COUNTS ONE THROUGH SIXTEEN

[18 U.S.C. § 1341]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Indictment:

1. The International Longshore and Warehouse Union ("ILWU") - Pacific Maritime Association ("PMA") Welfare Plan (the "Plan") was a health care benefit program for active and retired longshoremen, ship clerks, foremen, and watchmen, as

1 well as their qualified dependents and survivors. The Plan
2 provided benefits for hospital, medical, and surgical care. The
3 Plan allowed reimbursement of a provider of medical services
4 ("provider") where the services and procedures provided were
5 medically necessary. The Plan did not cover cosmetic surgery,
6 except: in the case of a mastectomy; to correct abnormal
7 congenital conditions of a newborn child; or if necessary as the
8 result of an accident incurred while covered under the Plan and
9 performed within six months of the date the accident occurred.
10 Once the claim of a provider was approved for payment, the Plan
11 sent a check to the provider by U.S. mail.

12 2. Anthem Blue Cross Blue Shield ("Anthem") and Horizon
13 Blue Cross & Blue Shield of New Jersey ("Horizon") were private
14 Preferred Provider Organization ("PPO") health care benefit
15 programs. Like the ILWU-PMA, Anthem and Horizon only reimbursed
16 providers for medically necessary services and procedures, and
17 did not generally cover cosmetic surgery. Anthem sent
18 reimbursement checks to providers by U.S. mail. Horizon sent
19 reimbursement checks to the patient by U.S. mail if the provider
20 was not within Horizon's network.

21 3. Empire Surgical Center ("Empire"), Vista Surgical
22 Center ("Vista"), and Princess Cosmetic Surgery ("Princess")
23 were different business names for the same surgery center,
24 consisting of one consultation office and one surgical suite,
25 located at 1310 W. Stewart Drive, Suites 309 and 310, Orange,
26 California 92868.

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1 B. THE FRAUDULENT SCHEME

2 4. Beginning on or about January 1, 2006, and continuing
3 to on or about July 1, 2014, in Orange County, within the
4 Central District of California, and elsewhere, defendants VI
5 NGUYEN, also known as "Vi Anderson" ("defendant NGUYEN"),
6 THERESA FISHER ("defendant FISHER"), and LINDSAY HARDGRAVES
7 ("defendant HARDGRAVES"), together with others known and unknown
8 to the Grand Jury, knowingly and with intent to defraud,
9 devised, participated in, and executed a scheme to defraud the
10 ILWU-PMA, Anthem, Horizon, and other health care benefit
11 programs as to material matters, and to obtain money and
12 property from the ILWU-PMA, Anthem, Horizon, and other health
13 care benefit programs by means of material false and fraudulent
14 pretenses, representations, and promises, and the concealment of
15 material facts.

16 C. MEANS TO ACCOMPLISH THE FRAUDULENT SCHEME

17 4. The fraudulent scheme operated, in substance, in the
18 following manner:

19 a. Defendant HARDGRAVES and other marketers or
20 cappers lured patients into Empire, Vista, or Princess by
21 telling the patients that they could use their union or PPO
22 health care benefit program to pay for cosmetic surgeries.
23 Defendant HARDGRAVES and other marketers or cappers then
24 directed the patients to call defendants NGUYEN or FISHER.

25 b. Defendants NGUYEN and FISHER told patients that
26 they could receive free or discounted cosmetic surgeries if they
27 underwent multiple, medically-unnecessary functional procedures
28 that could be billed to their union or PPO health care benefit

1 program. The functional procedures were typically endoscopies
2 or "EGDs," colonoscopies, and cystoscopies.

3 c. The patients underwent multiple, medically-
4 unnecessary functional procedures, and Empire, Vista, or
5 Princess billed the medically-unnecessary functional procedures
6 to the patients' union or PPO health care benefit program by
7 submitting claims for payment.

8 d. The union or PPO health care benefit program
9 paid the claims by sending a reimbursement check to Empire,
10 Vista, or Princess, or the patient, via the United States mail.
11 If a PPO health care benefit program sent the reimbursement
12 check to the patient, the patient was directed by defendant
13 NGUYEN or other employees of Empire, Vista, or Princess to send
14 the check to Empire, Vista, or Princess.

15 e. The patients then underwent free or discounted
16 cosmetic surgeries, including tummy tucks, breast augmentations,
17 and liposuction.

18 f. Further, tummy tucks were billed as hernia
19 repair surgeries; and rhinoplasties were billed as deviated
20 septum repair surgeries.

21 g. Empire, Vista, or Princess also billed union
22 and PPO health care benefit programs for procedures that never
23 were performed on patients.

24 5. At the time defendants NGUYEN, FISHER, and HARDGRAVES
25 made the false statements and caused them to be made, concealed
26 and omitted material information and caused such information to
27 be concealed and omitted, and caused and engaged in the
28 fraudulent acts, practices, and devices set forth above,

1 defendants NGUYEN, FISHER, and HARDGRAVES knew that said
2 statements were false, that material information was concealed
3 and omitted, and that the subject acts, practices, and devices
4 were fraudulent, unlawful, and deceptive. In particular,
5 defendants NGUYEN, FISHER, and HARDGRAVES knew the following:

6 a. That the union and PPO health care benefit
7 programs would not pay for medically-unnecessary functional
8 procedures; and

9 b. That the union and PPO health care benefit
10 programs would not pay for cosmetic surgeries.

11 6. In carrying out the fraudulent scheme, defendants
12 NGUYEN, FISHER, and HARDGRAVES misrepresented and failed to
13 disclose to the ILWU-PMA, Anthem, Horizon, and other health care
14 benefit programs the true facts about their fraudulent business
15 practices concerning the claims being submitted by Empire,
16 Vista, or Princess. Such misrepresented and omitted facts were
17 material in that, had the ILWU-PMA, Anthem, Horizon, and other
18 health care benefit programs known the true facts, they would
19 not have paid the claims.

20 D. RESULTS OF THE FRAUDULENT SCHEME

21 7. As a result of the fraudulent scheme, defendants
22 NGUYEN, FISHER, and HARDGRAVES caused losses to union and PPO
23 health care benefit programs of more than \$50 million in claims
24 for functional procedures that were not medically necessary and
25 in some cases not provided.

26 E. EXECUTION OF THE FRAUDULENT SCHEME

27 8. On or about the dates set forth below, within the
28 Central District of California and elsewhere, defendants NGUYEN,

1 FISHER, and HARDGRAVES, together with others known and unknown
 2 to the Grand Jury, for the purpose of executing and attempting
 3 to execute the above-described scheme to defraud, caused the
 4 following items to be placed in an authorized depository for
 5 mail matter to be sent and delivered by the United States Postal
 6 Service according to the directions thereon:

<u>COUNT</u>	<u>DATE</u>	<u>DEFENDANT(S)</u>	<u>ITEM WIRED</u>
8 ONE	10/2/09	FISHER HARDGRAVES	Check no. 6281268 from the ILWU-PMA payable to Vista in the amount of \$14,235.70 for an endoscopy on C.L.
11 TWO	1/27/11	FISHER HARDGRAVES	Check no. 7273378 from the ILWU-PMA payable to Vista in the amount of \$12,470.45 for a colonoscopy on C.L.
14 THREE	5/7/13	FISHER	Check no. 0107052688 from Anthem payable to Vista in the amount of \$7,173.85 for a cystoscopy on F.D.
17 FOUR	6/26/13	FISHER	Check no. 0107842738 from Anthem payable to Vista in the amount of \$6,205.66 for an EGD on F.D.
20 FIVE	9/17/13	FISHER	Check no. 0109107362 from Anthem payable to Vista in the amount of \$6,522.91 for a colonoscopy on F.D.
23 SIX	3/6/13	NGUYEN	Check no. 0000287865 from Anthem payable to Vista in the amount of \$4,295.47 for an EGD on N.S.
26 SEVEN	4/2/13	NGUYEN	Check no. 0000298347 from Anthem payable to Vista in the amount of \$6,426.05 for a second EGD on N.S.
27	/ / /		

1	EIGHT	4/3/13	NGUYEN	Check no. 0000298914 from Anthem payable to Vista in the amount of \$3,609.41 for a colonoscopy on N.S.
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3				
4	NINE	4/26/13	NGUYEN	Check no. 0000308121 from Anthem payable to Vista in the amount of \$18,450.00 for a hernia repair on N.S.
5				
6				
7	TEN	12/17/12	NGUYEN	Check no. 0104895841 from Anthem payable to Vista in the amount of \$2,766.13 for an endoscopy on A.P.
8				
9				
10	ELEVEN	12/24/12	NGUYEN	Check no. 0105017395 from Anthem payable to Vista in the amount of \$4,841.92 for a colonoscopy on A.P.
11				
12	TWELVE	1/5/13	NGUYEN	Check no. 0105203827 from Anthem payable to Vista in the amount of \$13,107.27 for a cystoscopy on A.P.
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14				
15	THIRTEEN	2/5/13	NGUYEN	Check no. 0105640047 from Anthem payable to Vista in the amount of \$6,170.26 for a hernia repair on A.P.
16				
17				
18	FOURTEEN	1/8/13	NGUYEN	Check no. 59336370 from Horizon payable to A.N. in the amount of \$10,853.90 for an EGD on A.N.
19				
20				
21	FIFTEEN	1/10/13	NGUYEN	Check no. 59366532 from Horizon payable to A.N. in the amount of \$16,880.40 for a cystoscopy on A.N.
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SIXTEEN 1/8/13 NGUYEN

Check no. 59336371 from
Horizon payable to N.T. in
the amount of \$22,102.84 for
an EGD and colonoscopy on
N.T.

A TRUE BILL

Foreperson

ANDRÉ BIROTTE JR.
United States Attorney

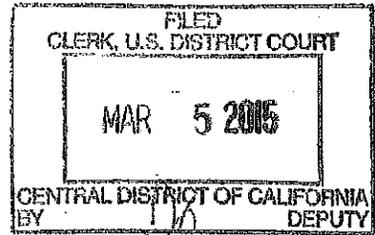


ROBERT E. DUGDALE
Assistant United States Attorney
Chief, Criminal Division

DENNISE D. WILLETT
Assistant United States Attorney
Chief, Santa Ana Branch Office

JEANNIE M. JOSEPH
Assistant United States Attorney
Central District of California

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,
Plaintiff,
v.
THERESA FISHER, and
LINDSAY HARDGRAVES,
Defendants.

Case No. SA CR 14-110-JSL
JURY VERDICT

We, the Jury, in the above-entitled case, hereby render the following verdicts as to the charges alleged in the Indictment:

COUNT ONE

As to COUNT ONE, charging a violation of 18 U.S.C. § 1341 (Mail Fraud), we find

Defendant THERESA FISHER: GUILTY X NOT GUILTY _____

Defendant LINDSAY HARDGRAVES: GUILTY X NOT GUILTY _____

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COUNT TWO

As to COUNT TWO, charging a violation of 18 U.S.C. § 1341 (Mail Fraud), we find

Defendant THERESA FISHER: GUILTY X NOT GUILTY _____

Defendant LINDSAY HARDGRAVES: GUILTY X NOT GUILTY _____

COUNT THREE

As to COUNT THREE, charging a violation of 18 U.S.C. § 1341 (Mail Fraud), we find the defendant, THERESA FISHER:

GUILTY X NOT GUILTY _____

COUNT FOUR

As to COUNT FOUR, charging a violation of 18 U.S.C. § 1341 (Mail Fraud), we find the defendant, THERESA FISHER:

GUILTY X NOT GUILTY _____

COUNT FIVE

As to COUNT FIVE, charging a violation of 18 U.S.C. § 1341 (Mail Fraud), we find the defendant, THERESA FISHER:

GUILTY X NOT GUILTY _____

THESE ARE THE UNANIMOUS VERDICTS OF THIS JURY. SO SAY WE ONE;
SO SAY WE ALL.

DATED: March 5th, 2015.

Jury foreperson

**United States District Court
Central District of California**

UNITED STATES OF AMERICA vs.

Docket No. SACR 14-00110-JLS-2

Defendant THERESA FISHER

Social Security No. █ █ █ █

akas: NONE

(Last 4 digits)

JUDGMENT AND PROBATION/COMMITMENT ORDER

In the presence of the attorney for the government, the defendant appeared in person on this date.

MONTH	DAY	YEAR
06	26	2015

COUNSEL

H. Dean Stewart, Retained Counsel

(Name of Counsel)

PLEA

GUILTY, and the court being satisfied that there is a factual basis for the plea. **NOLO CONTENDERE** **NOT GUILTY**

FINDING

There being a finding/verdict of **GUILTY**, defendant has been convicted as charged of the offense(s) of:
18 U.S.C. § 1341: Mail Fraud as charged in Counts 1 through 5 of the Indictment

**JUDGMENT
AND PROB/
COMM
ORDER**

The Court asked whether there was any reason why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the Court, the Court adjudged the defendant guilty as charged and convicted and ordered that: Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant is hereby committed to the custody of the Bureau of Prisons to be imprisoned for a term of:

It is ordered that the defendant shall pay to the United States a special assessment of \$500, which is due immediately. Any unpaid balance shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program.

It is ordered that the Defendant shall pay restitution in the total amount of \$2,666,336.49, pursuant to 18 U.S.C. § 3663 A, to victim(s) as set forth in a separate victim list prepared by the probation office which this Court adopts and which reflects the Court's determination of the amount of restitution due to each victim. The victim list, which shall be forwarded to the fiscal section of the clerk's office, shall remain confidential to protect the privacy interests of the victims.

The Court finds from a consideration of the record that the defendant's economic circumstances allow for restitution payments pursuant to the following schedule: A partial payment of \$75,000 shall be paid immediately. The balance shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program. If any amount of the restitution remains unpaid after release from custody, monthly payments of at least 10% of defendant's gross monthly income but not less than \$400, whichever is greater, shall be made during the period of supervised release. These payments shall begin 30 days after the commencement of supervision.

If the defendant makes a partial payment, each payee shall receive approximately proportional payment unless another priority order or percentage payment is specified in the judgment.

The defendant shall be held jointly and severally liable with co-participants, Vi Nguyen and Lindsay Hardgraves (Docket No. CR-14-110-JLS) for the amount of restitution ordered in this judgment. The victims' recovery is limited to the amount of their loss and the defendant's liability for restitution ceases if and when the victims receive full restitution.

Pursuant to 18 U.S.C. § 3612(f)(3)(A), interest on the restitution ordered is waived because the defendant does not have the ability to pay interest. Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. § 3612(g).

The defendant shall comply with General Order No. 01-05.

Pursuant to Guideline § 5E1.2(a), all fines are waived as the Court finds that the defendant has established that she is unable to pay and is not likely to become able to pay any fine.

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Theresa Fisher, is hereby committed on Count 1 through 5 of the Indictment to the custody of the Bureau of Prisons for a term of forty-one (41) months. This term consists of forty-one (41) months on each of Counts 1 through 5 of the Indictment, to be served concurrently.

Upon release from imprisonment, the defendant shall be placed on supervised release for a term of three years. This term consists of three years on each of Counts 1 through 5 of the Indictment, all such terms to run concurrently under the following terms and conditions:

1. The defendant shall comply with the rules and regulations of the United States Probation Office, General Order 05-02, and General Order 01-05, including the three special conditions delineated in General Order 01-05.
2. During the period of community supervision, the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment.
3. The defendant shall not engage, as whole or partial owner, employee or otherwise, in the billing, marketing or solicitation of medical services without the express approval of the Probation Officer prior to engaging in such employment. Further, the defendant shall provide the Probation Officer with access to any and all business records, client lists, and other records pertaining to the operation of any business owned, in whole or in part, by the defendant, as directed by the Probation Officer.
4. The defendant shall cooperate in the collection of a DNA sample from the defendant.
5. The defendant shall apply all monies received from income tax refunds to the outstanding court-ordered financial obligation. In addition, the defendant shall apply all monies received from lottery winnings, inheritance, judgments and any anticipated or unexpected financial gains to the outstanding court-ordered financial obligation.

The drug testing condition mandated by statute is suspended based on the Court's determination that the defendant poses a low risk of future substance abuse.

It is further ordered that the defendant surrender herself to the institution designated by the Bureau of Prisons on or before 12 noon on July 27, 2015. In the absence of such designation, the defendant shall report on or before the same date and time, to the United States Marshal located at the United States Court House, 411 West Fourth Street, Santa Ana, California 92701-4516.

It is recommended that the Bureau of Prisons designate confinement of defendant to a Southern California facility in order for defendant to maintain the support of her family and friends.

USA vs. THERESA FISHER

Docket No.: SACR 14-00110-JLS-2

Defendant is informed of the right to appeal.

It is ordered that the bond is exonerated upon surrender and not before, with pretrial services conditions to remain in effect.

In addition to the special conditions of supervision imposed above, it is hereby ordered that the Standard Conditions of Probation and Supervised Release within this judgment be imposed. The Court may change the conditions of supervision, reduce or extend the period of supervision, and at any time during the supervision period or within the maximum period permitted by law, may issue a warrant and revoke supervision for a violation occurring during the supervision period.

June 30, 2015

Date

JOSEPHINE L. STATON

U. S. District Judge

It is ordered that the Clerk deliver a copy of this Judgment and Probation/Commitment Order to the U.S. Marshal or other qualified officer.

Clerk, U.S. District Court

June 30, 2015

Filed Date

By Terry Guerrero

Deputy Clerk

The defendant shall comply with the standard conditions that have been adopted by this court (set forth below).

STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE

While the defendant is on probation or supervised release pursuant to this judgment:

1. The defendant shall not commit another Federal, state or local crime;
2. the defendant shall not leave the judicial district without the written permission of the court or probation officer;
3. the defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month;
4. the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
5. the defendant shall support his or her dependents and meet other family responsibilities;
6. the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
7. the defendant shall notify the probation officer at least 10 days prior to any change in residence or employment;
8. the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician;
9. the defendant shall not frequent places where controlled substances are illegally sold, used, distributed or administered;
10. the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
11. the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;
12. the defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;
13. the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
14. as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to conform the defendant's compliance with such notification requirement;
15. the defendant shall, upon release from any period of custody, report to the probation officer within 72 hours;
16. and, for felony cases only: not possess a firearm, destructive device, or any other dangerous weapon.

USA vs. **TERESA FISHER**

Docket No.: **SACR 14-00110-JLS-2**

The defendant will also comply with the following special conditions pursuant to General Order 01-05 (set forth below).

STATUTORY PROVISIONS PERTAINING TO PAYMENT AND COLLECTION OF FINANCIAL SANCTIONS

The defendant shall pay interest on a fine or restitution of more than \$2,500, unless the court waives interest or unless the fine or restitution is paid in full before the fifteenth (15th) day after the date of the judgment pursuant to 18 U.S.C. §3612(f)(1). Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. §3612(g). Interest and penalties pertaining to restitution, however, are not applicable for offenses completed prior to April 24, 1996.

If all or any portion of a fine or restitution ordered remains unpaid after the termination of supervision, the defendant shall pay the balance as directed by the United States Attorney's Office. 18 U.S.C. §3613.

The defendant shall notify the United States Attorney within thirty (30) days of any change in the defendant's mailing address or residence until all fines, restitution, costs, and special assessments are paid in full. 18 U.S.C. §3612(b)(1)(F).

The defendant shall notify the Court through the Probation Office, and notify the United States Attorney of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay a fine or restitution, as required by 18 U.S.C. §3664(k). The Court may also accept such notification from the government or the victim, and may, on its own motion or that of a party or the victim, adjust the manner of payment of a fine or restitution-pursuant to 18 U.S.C. §3664(k). See also 18 U.S.C. §3572(d)(3) and for probation 18 U.S.C. §3563(a)(7).

Payments shall be applied in the following order:

1. Special assessments pursuant to 18 U.S.C. §3013;
2. Restitution, in this sequence:
 - Private victims (individual and corporate),
 - Providers of compensation to private victims,
 - The United States as victim;
3. Fine;
4. Community restitution, pursuant to 18 U.S.C. §3663(c); and
5. Other penalties and costs.

SPECIAL CONDITIONS FOR PROBATION AND SUPERVISED RELEASE

As directed by the Probation Officer, the defendant shall provide to the Probation Officer: (1) a signed release authorizing credit report inquiries; (2) federal and state income tax returns or a signed release authorizing their disclosure; and (3) an accurate financial statement, with supporting documentation as to all assets, income and expenses of the defendant. In addition, the defendant shall not apply for any loan or open any line of credit without prior approval of the Probation Officer.

The defendant shall maintain one personal checking account. All of defendant's income, "monetary gains," or other pecuniary proceeds shall be deposited into this account, which shall be used for payment of all personal expenses. Records of all other bank accounts, including any business accounts, shall be disclosed to the Probation Officer upon request.

The defendant shall not transfer, sell, give away, or otherwise convey any asset with a fair market value in excess of \$500 without approval of the Probation Officer until all financial obligations imposed by the Court have been satisfied in full.

These conditions are in addition to any other conditions imposed by this judgment.

RETURN

I have executed the within Judgment and Commitment as follows:

Defendant delivered on _____ to _____

Defendant noted on appeal on _____

Defendant released on _____

Mandate issued on _____

Defendant's appeal determined on _____

USA vs. **THERESA FISHER**

Docket No.: **SACR 14-00110-JLS-2**

Defendant delivered on _____ to _____
at _____
the institution designated by the Bureau of Prisons, with a certified copy of the within Judgment and Commitment.

United States Marshal

By _____
Deputy Marshal

Date

CERTIFICATE

I hereby attest and certify this date that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

Clerk, U.S. District Court

By _____
Deputy Clerk

Filed Date

FOR U.S. PROBATION OFFICE USE ONLY

Upon a finding of violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of supervision.

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

(Signed) _____
Defendant

Date

U. S. Probation Officer/Designated Witness

Date