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U.S. DISTRICT COURT  
CENTRAL DISTRICT  
SANTA ANA

BY \_\_\_\_\_

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.

27 / / /

28 / / /

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:

7	<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 9 the amount of \$14,235.70 for 10 an endoscopy on C.L.
11	TWO	1/27/11	FISHER HARDGRAVES	Check no. 7273378 from the ILWU-PMA payable to Vista in 12 the amount of \$12,470.45 for 13 a colonoscopy on C.L.
14	THREE	5/7/13	FISHER	Check no. 0107052688 from Anthem payable to Vista in 15 the amount of \$7,173.85 for a 16 cystoscopy on F.D.
17	FOUR	6/26/13	FISHER	Check no. 0107842738 from Anthem payable to Vista in 18 the amount of \$6,205.66 for 19 an EGD on F.D.
20	FIVE	9/17/13	FISHER	Check no. 0109107362 from Anthem payable to Vista in 21 the amount of \$6,522.91 for a 22 colonoscopy on F.D.
23	SIX	3/6/13	NGUYEN	Check no. 0000287865 from Anthem payable to Vista in 24 the amount of \$4,295.47 for 25 an EGD on N.S.
26	SEVEN	4/2/13	NGUYEN	Check no. 0000298347 from Anthem payable to Vista in 27 the amount of \$6,426.05 for a 28 second EGD on N.S.
	/ / /			

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.
2				
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.
13				
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.
22				
23				
24	/ / /			
25	/ / /			
26	/ / /			
27	/ / /			
28	/ / /			

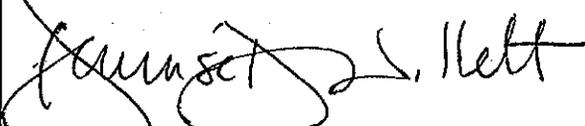
1 SIXTEEN 1/8/13 NGUYEN

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

5 A TRUE BILL

8 Foreperson

8 ANDRÉ BIROTTE JR.  
9 United States Attorney

10   
11 ROBERT E. DUGDALE  
12 Assistant United States Attorney  
13 Chief, Criminal Division

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

17 JEANNIE M. JOSEPH  
18 Assistant United States Attorney  
19 Central District of California  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

Case No. SACR14-00110-JLS-1 Date January 16, 2015

Present: The Honorable JOSEPHINE L. STATON, U.S. DISTRICT JUDGE

Interpreter None

Terry Guerrero

Deborah Parker

Mark Takla

*Deputy Clerk*

*Court Reporter/Recorder*

*Assistant U.S. Attorney*

U.S.A. v. Defendant(s):

Present Cust. Bond

Attorneys for Defendants:

Present App. Ret.

(1) VINGUYEN

X

X

(1) Alan Eisner

X

X

**Proceedings: CHANGE OF PLEA**

X Defendant's request to close these proceedings and place the transcript Under Seal is granted.

X Defendant moves to change plea to Counts 6, 10, 14, and 16 of the Indictment.

X Defendant sworn.

X Defendant enters new and different plea of GUILTY to Counts 6, 10, 14, and 16 of the Indictment.

X The Court questions the defendant regarding plea of GUILTY and FINDS that a factual basis has been laid, and further FINDS the plea is knowledgeable and voluntarily made. The Court ORDERS the plea accepted and entered.

X The Court refers the defendant to the Probation Office for investigation and pre-sentencing report, and the matter is continued to **July 10, 2015, at 10:30 a.m.** for sentencing. Further, sentencing position papers are to be filed with the Court no later than two (2) weeks before the date of sentencing, including service on the assigned U.S. Probation Officer.

X The Court further ORDERS the Jury Trial scheduled for February 10, 2015, VACATED as to this defendant only.

X The Court further ORDERS the Amended Plea Agreement incorporated into this proceeding.

X The Court further ORDERS the defendant released on the same terms and conditions as previously set, pending sentencing. Defendant and counsel are ordered to appear on July 10, 2015, at 10:30 a.m. for sentencing.

00 : 35

Initials of Deputy Clerk tg

cc: USPO; PSA

United States District Court  
Central District of California

UNITED STATES OF AMERICA vs.

Docket No. SACR 14-00110-JLS-1

Defendant VINGUYEN

Social Security No. █ █ █ █

akas: Vi Anderson, Vivian Nguyen, Vi Tuong Nguyen

(Last 4 digits)

**JUDGMENT AND PROBATION/COMMITMENT ORDER**

MONTH	DAY	YEAR
07	10	2015

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

**COUNSEL**

Alan Eisner, Retained Counsel

(Name of Counsel)

**PLEA**

**GUILTY**, and the court being satisfied that there is a factual basis for the plea.  **NOLO**  **NOT**  
**CONTENDERE** **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 6, 10, 14 and 16 of the 16 Count 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 \$400, 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.

Restitution 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, nominal monthly payments of at least 10% of defendant's gross monthly income but not less than \$200.00, whichever is greater, shall be made during the period of supervised release and shall begin 30 days after the commencement of supervision. Nominal restitution payments are ordered as the Court finds that the defendant's economic circumstances do not allow for either immediate or future payment of the amount ordered.

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-defendants Theresa Fisher and Lindsay Hardgraves 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 Section 5E1.2(a), all fines are waived as it is found that the defendant does not have the ability to pay a fine in addition to restitution.

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Vi Nguyen, is hereby committed on Counts 6, 10, 14, and 16 of the Indictment to the custody of the Bureau of Prisons for a term of twenty-seven (27) months. This term consists of twenty-seven (27) months on each of Counts 6, 10, 14, and 16 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 6, 10, 14, and 16 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 cooperate in the collection of a DNA sample from the defendant.
4. 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.
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 **August 24, 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.

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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.

Defendant is informed of the right to appeal.

On the Government's motion, the remaining counts of the Indictment are ordered dismissed by the Court as to this defendant.

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.

July 10, 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

July 10, 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.

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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 (15<sup>th</sup>) 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.

USA vs. VI NGUYEN

Docket No.: SACR 14-00110-JLS-1

**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 \_\_\_\_\_

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