

No. 23-1095

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IN THE  
**Supreme Court of the United States**

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PATRICK D. THOMPSON,

*Petitioner,*

*v.*

UNITED STATES,

*Respondent.*

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ON WRIT OF CERTIORARI TO THE UNITED STATES  
COURT OF APPEALS FOR THE SEVENTH CIRCUIT

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**JOINT APPENDIX**

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PETITION FOR CERTIORARI FILED APRIL 5, 2024  
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**APPENDIX A — INDICTMENT, UNITED STATES  
DISTRICT COURT FOR THE NORTHERN DISTRICT  
OF ILLINOIS, APRIL 29, 2021**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

No. 1:21-cr-00279

UNITED STATES OF AMERICA

v.

PATRICK D. THOMPSON

Judge Franklin U. Valderrama  
Magistrate Judge Young B. Kim

Violations: Title 18, United States Code, Section 1014,  
and Title 26, United States Code, Section 7206(1)

**COUNT ONE**

The SPECIAL MAY 2019 GRAND JURY charges:

1. At times material to this Indictment:

a. Defendant PATRICK D. THOMPSON was an attorney licensed in the State of Illinois who held himself out as experienced in matters including real estate financing.

*Appendix A*

b. Washington Federal Bank for Savings was a savings association founded in 1913 and located in Chicago, Illinois. Beginning in 1989, the deposits of Washington Federal were insured by the Federal Deposit Insurance Corporation. Washington Federal provided mortgage loans which were documented by a note promising repayment and a mortgage giving the bank a security interest in real estate.

c. Financial Institution A was a mortgage lending business that financed debt secured by an interest in real estate and whose activities affected interstate commerce.

d. On or about November 15, 2011, defendant PATRICK D. THOMPSON solicited and received a \$110,000 loan from Washington Federal in the form of a check payable to a law firm as defendant THOMPSON'S capital contribution, in return for which defendant THOMPSON executed a note promising to repay these funds to Washington Federal, but did not provide security for his repayment of the funds (the "\$110,000 loan").

e. In or around February 2012, after defendant PATRICK D. THOMPSON had made one payment to Washington Federal on the \$110,000 loan, defendant THOMPSON stopped making payments, and Washington Federal did not require defendant THOMPSON to make any more payments on the \$110,000 loan.

f. On or about March 22, 2013, defendant PATRICK D. THOMPSON solicited and received \$20,000 from Washington Federal, which defendant

*Appendix A*

THOMPSON used to pay past due taxes to the Internal Revenue Service, and Washington Federal did not require defendant THOMPSON to execute a note promising to repay this \$20,000 or to provide security for his repayment of these funds.

g. On or about January 24, 2014, defendant PATRICK D. THOMPSON solicited and received \$89,000 from Washington Federal, which defendant THOMPSON used to pay off a lien held by another financial institution on a property owned by defendant THOMPSON, and Washington Federal did not require defendant THOMPSON to execute a note promising to repay this \$89,000 or to provide security for his repayment of these funds.

h. Between in or around March 2012 and in or around December 2017, defendant PATRICK D. THOMPSON did not make any payments to Washington Federal.

i. An IRS Form 1098 was a form provided by a financial institution to a borrower, with a copy to be sent to the IRS, which reported mortgage interest payments received by the financial institution from the borrower during the calendar year.

j. PATRICK D. THOMPSON received from Washington Federal IRS Forms 1098 which falsely represented that Washington Federal had received mortgage interest payments from defendant THOMPSON.

*Appendix A*

k. In or around December 20 17, the Office of the Comptroller of the Currency determined that Washington Federal was insolvent and that it had at least approximately \$66 million in nonperforming loans. On or about December 15, 2017, the OCC closed Washington Federal and the FDIC, as a receiver, succeeded to all of Washington Federal's interests. The FDIC provided approximately \$90 million to make account holders whole to the extent allowed by law and proceeded to attempt, directly and through other financial institutions acting as its agent, including Financial Institution A, to obtain repayment from debtors, including defendant PATRICK D. THOMPSON, who had received money from Washington Federal and had not repaid these funds.

2. On or about February 23, 2018, in the Northern District of Illinois, Eastern Division,

PATRICK D. THOMPSON,

defendant herein, knowingly made a false statement to Financial Institution A, acting as the agent of the FDIC, for the purpose of influencing the actions of the FDIC and Financial Institution A in collecting money owed by defendant THOMPSON to the FDIC as the successor in interest to Washington Federal, in that defendant THOMPSON falsely stated he only owed \$100,000 or \$110,000 to Washington Federal and that any higher amount was incorrect, when defendant then knew he had received \$219,000 from Washington Federal;

In violation of Title 18, United States Code, Section 1014.



*Appendix A*

**COUNT TWO**

The SPECIAL MAY 2019 GRAND JURY further charges:

1. Paragraph 1 of Count One is re-alleged here.
2. On or about March 1, 2018, in the Northern District of Illinois, Eastern Division,

PATRICK D. THOMPSON,

defendant herein, knowingly made a false statement to the FDIC, for the purpose of influencing the action of the FDIC in collecting money owed by defendant THOMPSON to the FDIC as the successor in interest to Washington Federal, in that defendant THOMPSON falsely stated that he only owed \$110,000 to Washington Federal, that any higher amount was incorrect, and that these funds were for home improvement, when defendant then knew he had received \$219,000 from Washington Federal and the \$110,000 was paid to a law firm as defendant's capital contribution;

In violation of Title 18, United States Code, Section 1014.

*Appendix A*

**COUNT THREE**

The SPECIAL MAY 2019 GRAND JURY further charges:

1. Paragraphs 1(a), 1(b), 1(d) through 1(f), and 1(h) through 1(j) of Count One are re-alleged here.

2. An individual taxpayer could deduct home mortgage interest expenses on Schedule A of a U.S. Individual Income Tax Return (Form 1040 with schedules and attachments) for certain interest payments made by a taxpayer on a home mortgage loan when the loan was secured by a main or second home.

3. On or about April 14, 2014, in the Northern District of Illinois, Eastern Division,

PATRICK D. THOMPSON,

defendant herein, willfully made and subscribed a U.S. Individual Income Tax Return (Form 1040 with schedules and attachments), for the calendar year 2013, which return was verified by written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which return he did not believe to be true and correct as to every material matter, in that defendant falsely represented and stated on said return:

a. On Form 1040, Schedule A, line 10, that defendant paid \$32,259 in mortgage interest, when defendant knew he did not pay mortgage interest in the amount reported on the return;

*Appendix A*

b. On Form 1040, line 43, that defendant's taxable income was \$356,951, when defendant knew his taxable income was in excess of the amount reported on the return;

In violation of Title 26, United States Code, Section 7206(1).

*Appendix A*

**COUNT FOUR**

The SPECIAL MAY 2019 GRAND JURY further charges:

1. Paragraphs 1(a), 1(b), and 1(d) through 1(j) of Count One and paragraph 2 of Count Three are re-alleged here.

2. On or about October 14, 2015, in the Northern District of Illinois, Eastern Division,

PATRICK D. THOMPSON,

defendant herein, willfully made and subscribed a U.S. Individual Income Tax Return (Form 1040 with schedules and attachments), for the calendar year 2014, which return was verified by written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which return he did not believe to be true and correct as to every material matter, in that defendant falsely represented and stated on said return:

a. On Form 1040, Schedule A, line 10, that defendant paid \$34,735 in mortgage interest, when defendant knew he did not pay mortgage interest in the amount reported on the return;

b. On Form 1040, line 43, that defendant's taxable income was \$454,753, when defendant knew his taxable income was in excess of the amount reported on the return;

In violation of Title 26, United States Code, Section 7206(1).

*Appendix A*

**COUNT FIVE**

The SPECIAL MAY 2019 GRAND JURY further charges:

1. Paragraphs 1(a), 1(b), and 1(d) through 1(j) of Count One and paragraph 2 of Count Three are re-alleged here.

2. On or about April 18, 20 16, in the Northern District of Illinois, Eastern Division,

PATRICK D. THOMPSON,

defendant herein, willfully made and subscribed a U.S. Individual Income Tax Return (Form 1040 with schedules and attachments), for the calendar year 2015, which return was verified by written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which return he did not believe to be true and correct as to every material matter, in that defendant falsely represented and stated on said return:

a. On Form 1040, Schedule A, line 10, that defendant paid \$35,141 in mortgage interest, when defendant knew he did not pay mortgage interest in the amount reported on the return;

b. On Form 1040, line 43, that defendant's taxable income was \$1,802,518, when defendant knew his taxable income was in excess of the amount reported on the return;

In violation of Title 26, United States Code, Section 7206(1).

*Appendix A*

**COUNT SIX**

The SPECIAL MAY 2019 GRAND JURY further charges:

1. Paragraphs 1(a), 1(b), and 1(d) through 1(j) of Count One and paragraph 2 of Count

Three are re-alleged here.

2. On or about April 12, 2017, in the Northern District of Illinois, Eastern Division,

PATRICK D. THOMPSON,

defendant herein, willfully made and subscribed a U.S. Individual Income Tax Return (Form 1040 with schedules and attachments), for the calendar year 2016, which return was verified by written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which return he did not believe to be true and correct as to every material matter, in that defendant falsely represented and stated on said return:

a. On Form 1040, Schedule A, line 10, that defendant paid \$34,879 in mortgage interest, when defendant knew he did not pay mortgage interest in the amount reported on the return;

b. On Form 1040, line 43, that defendant's taxable income was \$166,994, when defendant knew his taxable income was in excess of the amount reported on the return;

In violation of Title 26, United States Code, Section 7206(1).

*Appendix A*

**COUNT SEVEN**

The SPECIAL MAY 2019 GRAND JURY further charges:

1. Paragraphs 1(a), 1(b), and 1(d) through 1(k) of Count One and paragraph 2 of Count Three are re-alleged here.
2. On or about October 15, 2018, in the Northern District of Illinois, Eastern Division,

PATRICK D. THOMPSON,

defendant herein, willfully made and subscribed a U.S. Individual Income Tax Return (Form 1040 with schedules and attachments), for the calendar year 2017, which return was verified by written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which return he did not believe to be true and correct as to every material matter, in that defendant falsely represented and stated on said return:

- a. On Form 1040, Schedule A, line 10, that defendant paid \$33,371 in mortgage interest, when defendant knew he did not pay mortgage interest in the amount reported on the return;
- b. On Form 1040, line 43, that defendant's taxable income was \$429,165, when defendant knew his taxable income was in excess of the amount reported on the return;

In violation of Title 26, United States Code, Section 7206(1).

*Appendix A*

A TRUE BILL:

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FOREPERSON

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UNITED STATES ATTORNEY



**APPENDIX B — EXCERPTS OF TRANSCRIPT  
OF PROCEEDINGS, VOLUME 2, UNITED STATES  
DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF ILLINOIS, FEBRUARY 8, 2022**

[400] IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Docket No. 21 CR 00279

UNITED STATES OF AMERICA,

*Plaintiff,*

v.

PATRICK D. THOMPSON,

*Defendant.*

February 8, 2022

**VOLUME 2-B  
TRANSCRIPT OF PROCEEDINGS—TRIAL**

\* \* \*

[442] ALICIA MANDUJANO,  
GOVERNMENT WITNESS,  
SWORN DIRECT EXAMINATION

\* \* \*

*Appendix B*

[450] Q Okay. So are you familiar with Government Exhibit 92?

A Yes.

Q And how are you familiar—what is Government Exhibit 92?

A It's a check.

Q And how did you become familiar with that exhibit?

A I printed out the check.

Q So you created it?

A Yes.

MR. NETOLS: Judge, we move to admit and publish Government Exhibit 92. It's already—these are all subject to a stipulation, every one of our documents.

MR. GAIR: No objection, Judge.

THE COURT: Exhibit 92 will be in evidence and may be published.

(Government Exhibit 92 admitted in evidence.)

*Appendix B*

BY MR. NETOLS:

Q So looking at Government Exhibit 92, the check has—when you say you created it, are you—in response to my question, you created it. Does that mean you literally typed it up from check stock?

A Yes.

Q So it has a payee. Can you read the payee?

A Burke, Warner [sic.], MacKay, and—sorry, I can't see—Serritella PC.

\* \* \*

[461] Q I'd like you to look at Government Exhibit 94 for identification. Look at the top page—top of the page first. Do you see that Exhibit—

A Yes.

Q —Number 94?

Okay. What is that?

A That's another check payable to Mr.—

Q And do you know—were you involved in creating that check?

A Yes.

*Appendix B*

Q And how do you know?

A My initials are on the check.

MR. NETOLS: Your Honor, at this point, we move to admit and publish Government Exhibit 94.

MR. GAIR: No objection.

THE COURT: No objection.

Government Exhibit Number 94 will be admitted into evidence and may be published.

(Government Exhibit 94 admitted in evidence.)

BY MR. NETOLS:

Q Can we look at the first page—the front. Sorry. And who is the payee on the check?

A Patrick D. Thompson.

[462] Q And is there a date for the check?

A Yes.

Q And what's the amount?

A The amount is 20,000.

Q And if you look at the back of the check, can you see whether the check has been endorsed?

*Appendix B*

A Yes.

Q Could you read the endorsement?

A Patrick Thompson.

Q And then can you see whether the bank—the check was deposited in a—into a financial institution?

A Yes.

Q And what institution was that?

A Amalgamated Bank of Chicago.

Q Now, this check, do you recall whether anybody gave you any instructions to create this check?

A Yes.

Q And who was that?

A John Gembara.

Q Would he have given you those instructions on or about the date of the check, March 22nd, 2013?

A Yes.

Q And who instructed you to put—make Mr. Thompson the payee?

A John Gembara.

*Appendix B*

[463] Q And who instructed you as to the amount of the check?

A John Gembara.

Q Now, did Mr. Thompson—Mr. Gembara give you any instructions relating to Mr. Thompson taking possession of this check?

A Yes.

Q And what did Mr. Gembara tell you?

A To let Mr. Thompson in.

Q And what do you mean by let him in?

A Mr. Thompson was on the second floor, and to take him to his office.

Q Okay. And so did you direct Mr. Thompson to Mr. Gembara's office?

A Yes.

Q And at some point, did Mr. Thompson leave?

A Yes.

Q And after Mr. Thompson left, did Mr. Gembara give you anything?

*Appendix B*

A Yes.

Q Can you take a look at Government Exhibit 93?

And is that a copy of a check stub?

A Yes.

Q And is that the stub that was originally part of Government Exhibit 94, Check 13528?

A Yes.

[464] MR. NETOLS: Your Honor, at this point, we move to admit and publish Government Exhibit 93.

MR. GAIR: No objection, your Honor.

THE COURT: No objection.

Government Exhibit Number 93 will be admitted into evidence and may be published.

(Government Exhibit 93 admitted in evidence.)

BY MR. NETOLS:

Q Is this the check stub that you received from Mr. Gembara after you had directed Mr. Thompson up to Mr. Gembara's office?

A Yes.

*Appendix B*

Q And I should back up.

You said that he was on the second floor. Could you just explain how the bank was laid out? How many floors did it have? And was there any floor devoted to a particular purpose?

A Yes. The first floor was the main lobby for customers.

And then the second floor was for the employees, with individual offices.

Q And so taking a look at this Government Exhibit 93, if you look across the top, do you see a number across—something above Mr. Thompson's name, Patrick D. Thompson?

A Yes.

Q What does that mean?

A That's the loan number.

Q What are the words before that, where it says "W/D from [465] account"?

A Withdrawn from account, and then it gives the loan number.

Q I guess I should also ask you, did—is there a signature on the bottom of that stub?



*Appendix B*

A Yes.

Q And can you read the signature?

A Patrick D. Thompson.

Q Now, did Mr. Gembara direct you to make a third check for Mr. Thompson?

A Yes.

Q Can you take a look at Government Exhibit 96?

Is that the third check that Mr. Gembara directed you to make for Mr. Thompson?

A Yes.

Q And is there a way of looking at that that you know that you created it?

A My initials are on the check.

MR. NETOLS: Your Honor, at this point, we move to admit and publish Government Exhibit 96.

MR. GAIR: No objection.

THE COURT: No objection.

Government Exhibit Number 96 will be admitted into evidence and may be published.

*Appendix B*

(Government Exhibit 96 admitted in evidence.)

BY MR. NETOLS:

[466] Q Can we take a look at the payee of that check?

A Yes.

Q And what's the payee?

A North Community Bank.

Q And there's a loan number written under there. To your knowledge, is that a loan—loan for Washington Federal or another institution?

A Another institution.

Q And what's the amount of the check?

A 89,000.

Q And the information as to the payee and the amount, where did that come from?

A John Gembara.

Q Now, did Mr. Gembara—what's the date of the check, I should ask?

A 1/24/2011.

*Appendix B*

Q About the time that you created the check, did Mr. Gembara give you any other instructions about Mr. Thompson again coming to the bank?

A Yes.

Q And what did he tell you was going to happen?

A The same thing, to meet Mr. Thompson on the second floor and let him into his office.

Q So Mr. Thompson was in the public area, and then you—on the first floor, and then you let him up?

[467] A Yes.

Q So after you let Mr. Thompson up to Mr. Gembara's office, at some point did he leave?

A Yes.

Q And after he left, did Mr. Gembara give you anything?

A Yes.

Q Would you take a look at Government Exhibit 95?

And so is Government Exhibit 95 the stub that came with that check that was payable to North Community Bank?

A Yes.

*Appendix B*

MR. NETOLS: At this point, your Honor, we move to admit and publish Government Exhibit 95.

MR. GAIR: No objection, Judge.

THE COURT: No objection.

Government Exhibit Number 95 will be admitted and may be published.

(Government Exhibit 95 admitted in evidence.)

BY MR. NETOLS:

Q Could you read the date on that check stub?

A 1/24/2014.

Q Okay. Can you just look at the check again? Could you read the date on the check, Government Exhibit 96?

MR. NETOLS: If you can maybe enlarge that.

BY THE WITNESS:

A 1/24/20.

[468] BY MR. NETOLS:

Q Can you tell if that's a '14? It may be easier to read un-enlarged.

*Appendix B*

MR. GAIR: Judge, we—

MR. NETOLS: Stipulate.

MR. GAIR:—that it's January 21st, 2014.

BY MR. NETOLS:

Q And this check stub, Government Exhibit 95, is this the check stub that you got from Mr. Gembara after Mr. Thompson left the bank?

A Yes.

Q For identification, could you take a look at Government Exhibit 59, please?

Is that a—do you see Government Exhibit 59?

A Yes.

Q Is that an email from Mr. Gembara to Mr. Thompson?

A Yes.

Q And is it “Subject: Loan”? Is the subject on the email “Loan”?

A Yes. Subject is “Loan,” yes.

*Appendix B*

Q Okay. And then can you look at the—without going into the substance, do you see there’s—is there an attachment to the email that’s called “loan balance”?

A Yes. I’m sorry. Yes. “Attachment, loan balance.”

Q All right. So—then if you can take a look at the [469] attachment.

And do you know anything about how that document was created?

A Yes.

Q Who created it?

A I created the document.

MR. NETOLS: Your Honor, at this point, the government moves to admit and publish Government Exhibit 59.

MR. GAIR: Your Honor, so long as we’re allowed to publish and admit other documents like this between—that Ms. Mandujano is not on, we have no objection.

THE COURT: Mr. Netols?

MR. NETOLS: Judge, if—I don’t know if you want to go out at sidebar, but our view would be that if—there may be a more appropriate witness. And to the extent that his examination is going to be outside of the scope,

*Appendix B*

that he should just simply re-call the witness right now and then proceed as a direct exam.

THE COURT: Okay. So at this point, the—if I understand correctly, there was no objection provided that defense is able to use other documents? Is that correct, Mr. Gair?

MR. GAIR: Yeah.

THE COURT: Okay.

MR. GAIR: There are other documents—

[470] THE COURT: I don't want to get too far with that. I just—that was my—

MR. NETOLS: My concern—excuse me, Judge.

THE COURT: So hang on for a second.

I'm going to allow the Exhibit Number 59 into evidence.

(Government Exhibit 59 admitted in evidence.)

THE COURT: And we'll deal with the issue that you raised, Mr. Gair, at the appropriate time.

MR. GAIR: Thanks, Judge.

*Appendix B*

MR. NETOLS: The concern is if there's—she has no personal knowledge of the document, so it's not ...

All right. Can we maybe publish the first page of Government Exhibit 59?

THE COURT: You may.

BY MR. NETOLS:

Q And could you just read the substance of the text of the email?

A Read what it says?

Q Yes.

A “Dear Mr. Thompson: It is my understanding that we have scheduled your refinance for next week. We are also waiting for the new application and supporting documents. I have attached a schedule of your current loan with the bank, with interest due.”

[471] Q And then if you could turn to the attachment.

And is that the schedule that's referred to in the email that you created?

A Yes.

Q And does this—does this schedule indicate initial loan amount?



*Appendix B*

A Yes.

Q And what is that?

A 110,000.

Q And does it indicate two advances?

A Yes.

Q And what are they?

A The first advance is for 20—20,000, and then the second for 89,000.

Q And the two check numbers, are those the two checks that you've previously testified about?

A Yes.

Q And then there are other entries. What are those entries for?

A It's interest due.

Q And so what was—what is the—is there a date on this document as far as when it was created based on the last date on there?

In other words, can you tell based on the month or something when you created it?

[472] A Yes.

*Appendix B*

Q And when would that be?

A 2012.

Q If you look at the last entry, when is it?

A Well, the last entry was May 2014.

Q 2014?

A Yes.

Q Okay. What is the total amount of interest?

A The total amount, 13,273.82.

Q And along with the three advances, what's the total amount outstanding on the loan as of the month of May 2014?

A 232,273.82.

\* \* \*

[473] CROSS-EXAMINATION

BY MR. GAIR:

\* \* \*

[477] Q Is there anything sinister about somebody going into a bank [478] to pick up a check?

A No.

**APPENDIX C — EXCERPTS OF TRANSCRIPT  
OF PROCEEDINGS, VOLUME 3, UNITED STATES  
DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF ILLINOIS, FEBRUARY 9, 2022**

[686] IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Case No. 21 CR 279

UNITED STATES OF AMERICA,

*Plaintiff,*

-vs-

PATRICK D. THOMPSON,

*Defendant.*

February 9, 2022

**VOLUME 3—PM  
TRANSCRIPT OF PROCEEDINGS—TRIAL**

\* \* \*

[793] JEFFREY D. WARREN,  
GOVERNMENT'S WITNESS, DULY SWORN,  
DIRECT EXAMINATION

\* \* \*

*Appendix C*

[796] Q. Did your firm previously receive a subpoena to provide records relating to Mr. Thompson and, in particular, his monetary contribution to Burke Warren?

A. Yes.

Q. Okay. If you could just take a look at Government Exhibit 92, which is already in evidence, your Honor.

A. Is that going to appear in front of me?

MR. NETOLS: It should.

THE COURT: Yes.

BY MR. NETOLS:

Q. Do you see that check number 12994 from Washington Federal?

A. Yes.

Q. Okay.

A. Yes, I do.

Q. And is that payable to the order of your firm?

A. It is.

Q. And what's the amount?

A. \$110,000.

*Appendix C*

Q. Great.

MR. NETOLS: And then if we could now go down to the back side—

THE WITNESS: Uh-huh.

MR. NETOLS: — Mr. Daniel? Thank you.

BY MR. NETOLS:

[797] Q. After looking at that check, was that negotiated by your firm?

A. Yes. Our endorsement is on the check.

Q. Okay. Now, did you provide any kind of general ledger pages relating to Mr. Thompson in response to the subpoena?

A. In response to the subpoena, yes, we did.

Q. Okay. And for identification, could you look at Government Exhibit 169.

Is 169 one of the documents that you provided in response to the subpoena?

A. It is.

Q. Okay. And is that—what is that?

*Appendix C*

A. That is a page from our general ledger, which is in our firm accounting system. I'm not an accountant, but I've been told that that's a firm general ledger, and that's a page from the general ledger.

Q. Okay. And does that general ledger entry, the entries on that page, does it relate to the check that's Government Exhibit 92?

A. Yes, it does.

Q. Okay. And does it indicate to or for on whose behalf that money was received by Burke Warren?

A. It indicates that a payment of \$110,000 was booked to the capital account, and there's a notation PDT, Patrick Daley Thompson, capital payment, and then there's document 12994 and [798] a check, which corresponds to the check you showed me before.

Q. Okay. Does the firm have a website?

A. Yes.

MR. NETOLS: I would like to read a stipulation if I could, your Honor?

THE COURT: You may.

MR. NETOLS: Stipulation No. 3, Government Exhibit 170 is a copy of Patrick D. Thompson's law firm biography from the website of Burke, Warren, MacKay & Serritella, PC.

*Appendix C*

And I guess I should also move to admit Exhibit 169, if I may, your Honor.

THE COURT: Mr. Gair?

MR. NETOLS: Yeah, and I don't think—we may not have published it.

MR. GAIR: Both 169 and 170 I'm fine with.

MR. NETOLS: Fine with.

Let's go back to 169. I'm trying to move right along, and I'm moving along too fast.

If we haven't published 169 to the jury, we'd like to do that.

THE COURT: Exhibit 169 will be admitted, no objection.

(Government's Exhibit No. 169 was received in evidence.)

BY MR. NETOLS:

[799] Q. And you just previously testified that this document, the highlighted area references a capital payment on behalf of Patrick Daley Thompson?

A. Yes, sir.

Q. Okay. And that corresponds to the check that is Government Exhibit 94?

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A. That's correct.

Q. 92. Sorry.

A. That's correct.

\* \* \*

[818] JACOB EVANS, GOVERNMENT'S WITNESS,  
DULY SWORN, DIRECT EXAMINATION

\* \* \*

[828] MS. PETERSEN: Next I move for admission for Government's Exhibit 108, which is—I believe this one is from Washington Federal's records.

MR. GAIR: Can you just put it up for us?

MS. PETERSEN: Yes, sorry.

MR. GAIR: Yes, no objection.

THE COURT: No objection, Government Exhibit 108 will be admitted.

(Government's Exhibit No. 108 was received in evidence.)

MS. PETERSEN: And may it be published to the jury, your Honor?

THE COURT: It may.



*Appendix C*

BY MS. PETERSEN:

Q. What's the date of this email?

A. August 9, 2011.

Q. Who is it from?

A. It's from Patrick Thompson.

Q. And who is the email to?

A. It's to John Gembara.

Q. Okay. Can please read that second and third paragraph of the email?

A. "As I mentioned to you recently, or as I mentioned to you, I recently joined a new firm in May. As an equity partner, I'm obligated to make a \$125,000 contribution to the firm. My first thought was to refinance and add that amount to my [829] mortgage. The other thought would be to refinance at the amount currently owed and do a one-year bridge loan. My compensation is a base salary of \$350,000. However, based on my billings of approximately 1 million, I will receive another 150,000. Since I joined in May of this year, I will probably not achieve my full billings in the shortened year.

Therefore, it will be next December that I receive the additional 150,000. What do you think? Also I wanted to refinance my two-flat. I believe that amount is about

*Appendix C*

230,000. That is both the first mortgage and the second loan with Chicago Community Bank.”

\* \* \*

**APPENDIX D — EXCERPTS OF TRANSCRIPT  
OF PROCEEDINGS, VOLUME 4, UNITED STATES  
DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF ILLINOIS, FEBRUARY 10, 2022 (A.M.)**

[843] IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Case No. 21 CR 279

UNITED STATES OF AMERICA,

*Plaintiff,*

-vs-

PATRICK D. THOMPSON,

*Defendant.*

February 10, 2022

**VOLUME 4—AM  
TRANSCRIPT OF PROCEEDINGS—TRIAL**

\* \* \*

[881] JACOB EVANS, GOVERNMENT'S  
WITNESS, PREVIOUSLY SWORN.  
DIRECT EXAMINATION (Resumed)

\* \* \*

*Appendix D*

[900] Q. Okay. Special Agent Evans, we're looking at the first page of 102. What type of document is this?

A. This is a loan application for Washington Federal Bank For Savings.

Q. Now let's blow up—let's start by blowing up the middle here on page 1.

Who is the borrower for this loan?

A. The borrower is Patrick Thompson.

Q. Who is the co-borrower?

A. Kathleen Thompson.

Q. Up towards the top, what's the property address?

A. 3544 South Lowe Avenue, Chicago, Illinois, 60609.

Q. What type of loan is this loan application for?

A. A refinance.

Q. Down here at the bottom, what do we see in that sort of bottom right-hand corner?

A. Initials for a borrower—excuse me, borrower and co-borrower.

Q. Now I'm going to go to page 7. I'm going to blow up this middle part here.

*Appendix D*

Above this signature block, can you please read the first sort of four-ish lines of the acknowledgment and agreement?

A. Okay. “Each of the undersigned specifically represents to [901] lender and to lender’s actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors, and signs and agrees and acknowledges that: One, the information provided in this application is true and correct as of the date set forth opposite my signature, and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages to any person who may suffer any loss due to reliance upon any representation of this information”—I’m sorry, I lost my spot there.

Q. That’s okay. I think you can probably stop there. I think you’ve probably read enough.

What’s the date in the signature—what date is this signed, or at least what date is written next to the signature?

A. The date is March 8th, 2016.

Q. Okay. Now I’m going to go up to page 3. I’m going to blow up this side first.

There’s a column in the loan application for “Liabilities.” What does “Liabilities” mean?

*Appendix D*

A. It's debt essentially, something that the borrower owes.

Q. In the middle here, what financial institution do we have listed?

A. Wash Fed Savings and Loan.

Q. What's the unpaid balance of that loan, according to this [902] application?

A. \$249,050.

Q. At the bottom of this page, what's in the lower right-hand corner?

A. Initials for borrower and co-borrower.

MS. PETERSEN: Okay. Next I'd like to publish Government's Exhibit 103, your Honor.

BY MS. PETERSEN:

Q. Who's the borrower and co-borrower for this loan application?

A. Patrick D. Thompson is the borrower, and Kathleen G. Thompson is the co-borrower.

Q. What's the address of this loan application?

A. 3536 South Lowe Avenue, Chicago, Illinois, 60609.

*Appendix D*

Q. And according to this loan application, what's the purpose of this loan?

A. Refinance.

Q. I'm going to go to page 7.

In the middle of page 7, is there a signature line with language at least very similar to the one you just read?

A. Yes, ma'am.

Q. What's the date of this loan application?

A. It looks like March 22nd, 2016.

Q. And if we scroll back up to page 3, under, "Liabilities," can you please read the liability I've just highlighted?

[903] A. "Wash Fed SL," meaning savings and loan.

Q. What's the amount of the unpaid balance of that loan?

A. 249,050.

Q. And at the bottom of this page, in the lower right-hand corner, what do we see?

A. The initials for the borrower and co-borrower.

*Appendix D*

MS. PETERSEN: Your Honor, I next move for the admission of Government's Exhibit 60, which I can put on the screen for Mr. Gair.

This is a—there's been a stipulation as to authenticity.

MR. GAIR: Renew our objection to Government Exhibit 60, your Honor—

THE COURT: Okay.

MR. GAIR:—on the grounds of hearsay.

THE COURT: Thank you, Mr. Gair.

Government's 60 will be admitted over objection.

(Said exhibit admitted in evidence.)

MS. PETERSEN: May I publish, your Honor?

THE COURT: You may.

BY MS. PETERSEN:

Q. Okay. What's the date of this e-mail?

A. The date is February 2nd, 2016.

Q. Who is it from?



*Appendix D*

A. It's from Cathy Torres.

[904] Q. And who is it to?

A. It's to Patrick Thompson.

Q. Okay. I'm going to go to the attachment.

Who's the borrower listed on this loan application?

A. The borrower is Patrick D. Thompson.

Q. What's the property address?

A. 3536 South Lowe Avenue, Chicago, Illinois, 60609.

Q. And if we go to page 5, under, "Liabilities," can you please read the financial institution that I've just highlighted?

A. "Wash Fed SL."

Q. And what's the—what's the unpaid balance of this loan?

A. \$249,000—or I'm sorry, \$249,050.

Q. And down here, where did this record come from?

A. Mr. Thompson.

\* \* \*

*Appendix D*

[908] BY MS. PETERSEN:

Q. Special Agent Evans, the two exhibits we just saw from Mr. Thompson's records, 60 and 61, those contain loan applications, correct?

A. Yes.

Q. And they have—they're substantially similar to the ones that were from Washington Federal's files, Exhibit 102 and 103, correct?

A. Correct.

Q. But these—this version that we're looking at, this one came from Mr. Thompson's records, correct?

A. That's correct.

Q. Okay. On page 3 of this, which financial institution is [909] listed?

A. Wash Fed SL, savings and loan.

Q. Okay. What's the unpaid loan balance?

A. \$249,050.

Q. Now, ultimately, according to Washington Federal's records, did any kind of refinance loans take place in 2016?

A. No.

*Appendix D*

Q. Now, over the course of your testimony so far, you've—we've looked at e-mails regarding Mr. Thompson's attempts to get a refinance loan with Washington Federal.

Are those all of the e-mails on that topic from Washington Federal's records?

A. I don't believe so, no.

Q. These are just some of the examples, correct?

A. Some of them, yes, ma'am.

Q. Okay. I'd like to move on and show you something else that's in evidence already. This is Government's Exhibit 68.

And Special Agent Evans, where did Government Exhibit 68 come from?

A. I can't see. Okay.

Q. Sorry.

A. It came from Mr. Thompson.

Q. Okay. And I'm going to blow up—I guess I'm just going to highlight, what words are written on the front of this envelope?

[910] A. "Important Tax Return Document Enclosed."

*Appendix D*

Q. Okay. What's written on the back, starting with this highlighted language on the right-hand side?

A. "Washington Fed, \$249,049.96," and there's a question mark underneath the amount.

Q. And in big letters, what's written?

A. "Tax."

Q. I'm going to leave this page up on the screen, and I'm going to put it side by side with Government's Exhibit 216, page 9.

So, what's—I'm going to blow up 216, page 9. What is—what document is contained in page 9 of Government Exhibit 216?

A. A Form 1098 mortgage interest statement.

Q. For what year?

A. 2016.

Q. Okay. There's an amount listed on the form.

A. The amount listed is \$249,049.96.

Q. And what does it say above that language?

A. "Outstanding mortgage principal as of January 1st, 2016."

*Appendix D*

Q. And how does that compare to the amount written on the back of the envelope?

A. It matches the handwriting.

Q. Going back to this Form 1098 for a second, what's listed as the address of the property securing this mortgage?

[911] A. 3536 South Lowe, Chicago, Illinois.

Q. And what is the bank that this Form 1098 relates to?

A. Washington Federal Bank For Savings.

Q. And based on your training and experience, approximately when would Mr. Thompson have received Form 1098 for tax year 2016?

A. Sometime in early 2017, January to February.

Q. I'm going to put Government Exhibit 68 back on the screen. In small print on the bottom of the envelope on the left-hand side, can you just please read what it says after, "Tax"?

A. After, "Tax," it says, "12/16."

\* \* \*

**APPENDIX E — EXHIBIT 189, UNITED STATES  
DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF ILLINOIS, FEBRUARY 10, 2022**

[Ex. 189, published to the jury at Tr. 934, February 10, 2022, United States District Court for the Northern District of Illinois, U.S. v. Thompson, 21 CR 279]

**TRANSCRIPT OF RECORDED CONVERSATION  
BETWEEN PATRICK THOMPSON AND “BILL”  
FROM PLANET LENDING**

February 23, 2018

[2] PHONE CALL

\* \* \*

BILL: Thank you for calling Planet. Um, My name is Bill. And with whom do I have the pleasure of speaking with?

THOMPSON: Hi, Bill. My name is Patrick Thompson.

BILL: Uh, Thank you. Uh, May I please have your loan number?

THOMPSON: Umm—Yeah, 20-00-00-3138.

BILL: Thank you. And for security, may I please have the last four of your social security number, as well as your property address?

*Appendix E*

THOMPSON: 3189—and the property is 3536 South Lowe Avenue, Chicago, Illinois.

BILL: Uh, great. Thank you. And may I have the ZIP code there as well?

THOMPSON: 60609.

BILL: Uh, great. Okay. And is that the same as your mailing address?

THOMPSON: Yes, it is.

BILL: Okay. Thank you.

Okay. And how can I help today?

THOMPSON: Okay. So I—I just received some mail from you guys, the—a letter saying that you are now [3] the servicer—this was it—I had a loan with a—uh—Washington Federal Savings and Loan in Chicago.

BILL: Yes.

THOMPSON: And, Umm—I—I have no idea—and—and there's been a situation there where that—that—bank was taken over by the FDIC. The loans were kept by the FDIC, but the assets, the accounts were sold to a new bank.

BILL: Okay.

*Appendix E*

THOMPSON: And it was a bad situation. There's some financial impropriety—and the owner of the bank—Uh—ultimately ended up committing suicide. Umm—I have no idea, the numbers that you've sent me shows that I have a loan for \$269,000 dollars. I—I borrowed \$100,000 dollars, and it actually never was able to close the loan. I—I was trying—to r-close this loan.

I signed a Promissory Note. I have no—for \$100,000 dollars in—in—in 2011, umm and—I've been trying to—Mr. Gembara, who is deceased now, who was assuring me we would be closing all the paperwork and documentation and—and—and handle the closing for the last seven years. And I have all kinds of e-mails, and I—I have no idea where the 269 number comes from.

And so I don't know if it's you guys now that I need to—to talk to and walk through, but I have no idea what paperwork you have, and I'd like to see it—[4] cause this doesn't match with anything that I have.

BILL: I see. Okay.

THOMPSON: And I was trying to reach the FDIC, and I was back and forth with them after the—the takeover, and then—Uh—I was waiting. I—I assumed there was and—and my fault for assuming. I—I—I thought I would be sitting down with somebody from the FDIC to sort of walk through the documentation.

So I'm very perplexed. This is a significantly higher, and much more than—remotely of what we were talking about.



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BILL: Okay. Uhh, Yes, Uhh, So we do have, if you have a discrepancy or fee discrepancy,—Umm—I can open a research case to have it handled for you.

THOMPSON: If you could.

BILL: Okay. We will—we will review the loan in full and verify—

THOMPSON: If I could talk to somebody and we can go through the documentation—Umm—because the other thing we were attempting to do was—the \$100,000 dollars that I had borrowed—umm—along with my current mortgage at my hom—umm—which is—uhh—about 6.5 percent interest rate, I—I have been trying—as of like October of last year to refinance my house to take the \$100,000 dollars, add it to my current, and refinance everything and reduce the 6.5 [5] down to somewhere in the 4 range—but I’ve never—I’ve never received an invoice—from Washington Mutual—on anything.

BILL: Okay.

THOMPSON: Completely bizarre.

BILL: Uh, well let me do this, uhh let me verify all your contact information uhh first.

THOMPSON: Absolutely.

BILL: Okay. Uhh, We do not have an e-mail address on file for you. Would you like to add one today?

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THOMPSON: Sure. Absolutely. So I'll add both, my—my work e-mail, which is a good e-mail to use is PThompson, T-h-o-m-p-s-o-n, @Burke, B-u-r-k-e, L-a-w dot com. So Burkelaw.com. I—I'm an attorney, uhh @ Burkelaw.com. And then, my the other one you can add is my personal.

BILL: Yes.

THOMPSON: Which is PDT—so my initials—and then, 3536@gmail.

BILL: Thank you. Okay.

THOMPSON: And then, my numbers are 312-840-7039 is my office, and a cellphone number is 773-807-5652.

BILL: Uh, Thank you. That's 773-807-5652.

THOMPSON: Yes, Sir.

BILL: Okay. And do we have your permission to [6] contact you on your cellphone if we had to reach you?

THOMPSON: 100 percent.

BILL: Uh, Thank you.

THOMPSON: Yeah. I'm trying to get that I mean—I—I—it's uhh—it's been—frustrating, and—and—it—it is sort of—came to light—with some of the reasons why it's been difficult, and I—I—I—I know John, and I'm

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very active in our community, and I—I—I knew him. I of course didn't know everything that was going on, umm—but—uh—from what I understand, I—I was not—it was not—uncommon for blackout periods and periods where—there was no response and—

BILL: I see.

THOMPSON: Nothing coming from them. So I am uh—I was shocked to open up the mail, uhh and—and so, I don't know if I go back to the FDIC, or if you guys now have jurisdiction.

BILL: Uh—We will—we will do the research from our end here.

THOMPSON: Okay.

BILL: Uh, to verify—uh—the balances on your loan. Okay. And if we had to mail anything to you, uh is the, is the property address the same as the mailing address?

THOMPSON: Yeah. 3536 South Lowe, but I never—there was never a mortgage, or there was never—[7] this was just a personal guarantee. I think I just signed a Promissory Note.

BILL: I see. Okay.

THOMPSON: But I—I haven't signed any—I mean, literally we never—I signed a note he funded—but then we never had—there was never a closing.

*Appendix E*

BILL: Okay.

THOMPSON: But I know—I mean, I borrowed the money, I owe the money—but I borrowed \$100 thou—\$110—I think it was \$110,000 dollars.

BILL: Okay. I'll put that in the notes.

Uh—

THOMPSON: And I'd be more than happy to talk to anyone, and—uh—you know, I want to quickly resolve all this, and—and—and you know, what I owe. Yes. And what I do owe, I—I would love to talk to somebody about trying to refinance my house, you know, and reduce it down and get it all put in—in—in—uh—get a lower interest rate. And—and—and—incorporate all of this into—cause it's not a—it wasn't a second loan.

It wasn't—I mean, I have a primary with Chase on my house.—So I need to—hopefully, Bill you guys can—uh—do the research, but I'd like to quickly move forward, and I—I have something that shows I owe \$2,000 dollars by March 1st or otherwise I'm gonna incur [8] interest. So hopefully you can hold that, so you can do your research because I don't think that's the right amount. That's based on—

BILL: Okay.

THOMPSON: 200—hold on. It's says \$269,000 dollars.

*Appendix E*

BILL: Right. Okay. Uh, And when a loan is transferred from one servicer to the next, Uh, there is a 60-day window where there's, there's no credit reporting done,—Uh—and there are no late penalties, just so you are aware, and we will—

THOMPSON: Sure—and—and—and you know I want to try to get this—so you're not a lender. Are you?

BILL: Uh, We do originate loans, yes. We originate and lend.

THOMPSON: Oh, you—okay.

BILL: And service.

THOMPSON: I don't know how this works. So—I—I—if you could—work on this—Uh—I mean, this is a—

BILL: Okay.

THOMPSON: This is a big issue.

BILL: Uh, Yes. We will start the research right away, uh, Mr. Thompson. Okay. And then, uh, you will uh, be contacted either via phone or by letter, uh, letting you know the next steps, uh, but we will work—

[9] THOMPSON: Yeah.

BILL: —we will be resolving this issue for you.

*Appendix E*

THOMPSON: Yeah. Absolutely. And then, yeah. They—They can contact me, or they can e-mail. Whatever we need—in terms of—umm

BILL: Uh, we had two other—the phone numbers that we had are area code 773—uh, for you. We had an area code 773-254-6677. Is that—

THOMPSON: That's my—another office of mine. But that's not—I wouldn't use that.

BILL: Okay. I'll delete that one.

And the other one we had was 773-254-7993.

THOMPSON: No idea what that is.

BILL: Okay. So I'll delete both of those and add the numbers that you provided.

THOMPSON: Yeah. Like, I mean, even that, I don't know where they would have gotten—you would have gotten those from a file that—I have—I have never seen the file. Like, like I said, I mean I never closed. I never signed a mortgage. I—I never signed—there was nothing. I think—I signed a Promissory Note.

BILL: I see. Okay.

THOMPSON: I—I'm not even sure actually when I go back seven years ago, John, you know, he's active in [10] the community I'm active in the community, and,

*Appendix E*

“Oh, no problem. We can fund on that.” “Okay, then let’s do a closing.”

And I probably have a—through my correspondence back and forth with the bank over the last five, or six, seven years.—I’ve tried to—I’ve sent—I—I can’t tell you how many packages over to apply for—you know, go through the whole application to close on the loan and incorporate the \$100,000 with my mortgage on my house balance—to combine it all into one and do a new loan.

BILL: I see. Okay.

THOMPSON: I—I would say half dozen times—that I’ve filled out an application. Sent it in. Tax returns—The whole packet.

BILL: Okay.

THOMPSON: About half dozen times.

BILL: Okay. Uh—Mr. Thompson,—uh—again, I’m gonna—uh—create a case so that we can start the research on this—uh for you—uh—today. Okay.

THOMPSON: All right. I appreciate that.

BILL: You’re welcome. Uh, anything else at all while we’re on the phone?

THOMPSON: No Bill, if—if—uh, and then so—would there be another number other than going through

*Appendix E*

the 866 number [11] that either they'll contact me, or I talk to?

BILL: Uh, this would be the best number to have—uh—if you need to call us back. This is our customer service uh line.

THOMPSON: Okay.

BILL: And you would use this number.

THOMPSON: I'll wait to hear either I'll look for an e-mail or a phone call from you guys.

BILL: Yes, Sir.

THOMPSON: What's the timing? How long do you think? Like, in a week—you'll be able to have somebody to get back to me?

BILL: Uh, it may be within—uh—probably two weeks. Umm if—but if something happens sooner, of course you'll be contacted sooner.

THOMPSON: Yeah. And I'd be willing to have to talk to whoever, and you know get on a call, or I know you guys aren't in Chicago, but—uhh—and/or I didn't know the FDIC, however you need to do that. Umm—I'd be more than happy to—speak to whomever—

BILL: Okay. Uh, and did you receive—uh—a letter that verified—uh—the unpaid principal balance?



*Appendix E*

THOMPSON: No. I—I got a—a February—letter dated February 12th. These are the—I got all this—like, this week. Uh—Two days ago I think I got it—from you [12] guys. The loan number, which I—I never had a loan number. I had no idea.

The servicing of the above referenced—da da da—historical loan number, unpaid principal and balance, and transfer is 269,120.58.

BILL: Okay.

THOMPSON: And I dispute that, I—I—that's and I never—

BILL: Right. Yes. So you're doing the right thing by calling us here—uh—today.

THOMPSON: Yeah.

BILL: And we will—we'll start the process uh for the research uh for you uh sir.

Okay.

THOMPSON: Is there a—a—another—that was that letter that had like you know I confirm you sign and date it, blah. Blah. Blah.—Uh—That was that letter that I got. And then,

I got another statement—like a statement from you guys—dated February 9th. All this sort of came in on

*Appendix E*

Tuesday I think of—Tuesday or Wednesday of this week I got in the mail.

BILL: Yes. Okay.

THOMPSON: All right.

BILL: Okay. Uh, very good. Uh, thank you for letting me know that, and I'm updating your contact [13] information and uh creating a case, so we can uh start the research for you Mr. Thompson.

THOMPSON: Thank you, Bill. I appreciate it.

BILL: You're welcome.

THOMPSON: All right. Is there anything else that I need to do for this? What was that?

BILL: Uh, that's it. If there's nothing else, thank you for calling in today. Have a great day.

THOMPSON: Yeah, You can call my cell or my, my—uhh—office.

BILL: Yes, Sir. Okay?

THOMPSON: Appreciate it.

BILL: You're welcome. Thank you for calling Planet. Have a good day.

*Appendix E*

THOMPSON: Okay.

BILL: Bye bye.

(Thereupon, the recorded statement was concluded).

**APPENDIX F — EXCERPTS OF TRANSCRIPT  
OF PROCEEDINGS, VOLUME 4, UNITED STATES  
DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF ILLINOIS, FEBRUARY 10, 2022**

[985] IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Docket No. 21 CR 00279

UNITED STATES OF AMERICA,

*Plaintiff,*

v.

PATRICK D. THOMPSON,

*Defendant.*

February 10, 2022

**VOLUME 4-B  
TRANSCRIPT OF PROCEEDINGS—TRIAL**

\* \* \*

[995] JOHN HOLLY, JR.,  
GOVERNMENT WITNESS,  
SWORN DIRECT EXAMINATION

\* \* \*

*Appendix F*

[1010] Q Now, at some point, had you exhausted the discussions that you had to have concerning the loan to the organization, and did you turn to another subject?

A Yes. We took the opportunity to discuss the personal—

Q Okay.

A —loan as well.

Q And what did—what did you—what did you or Mr. Newell say, and what did Mr. Thompson say?

A That initial conversation, we just asked him about it, basically. We didn't know a lot, and we were unsure of the whole scenario, quite frankly. We weren't—we were running across assets that people didn't owe and all kinds of different things in that particular receivership. So we were trying to [1011] collect information, basically.

Q So at that time, did you even know there was—that Mr. Thompson had a loan?

A Well, we knew it was on the books, yes.

Q But what about the note?

A Well, we knew the note. But, again, I wasn't sure it was properly executed. It referred somewhat to a mortgage. And, you know, we couldn't find that on record anywhere, so . . .

*Appendix F*

Q Okay. So was the purpose of your conversation basically information-gathering?

A Yes, particularly on the 1st.

Q And so during the conversation, did the amount of Mr. Thompson's loan come up?

A Yes, I think it—

Q And how did it come up?

A We just mentioned that it was on the books, I think, for 269,000.

Q And how did Mr. Thompson react?

A He was always very professional. I didn't—didn't—you know, it was a phone call.

Q Right.

A You couldn't sense that he was, you know, surprised or anything. But, obviously, he didn't realize—I don't think he realized it was that much.

Q And what did—did he say anything about how much he [1012] thought the loan was?

A No. He said it was 110.

Q And did you talk to him at that point about any of the individual distributions that were part of the 269?

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A No. I think that came in a subsequent conversation a few days later.

Q And so between the conversation—that conversation and the second conversation, did you—actually, did you continue to try and get more information from Mr. Thompson?

A Yes. We searched the database and found the disbursement checks and tracked down where the money went. We followed the money, in other words.

Q Okay. So did you have another conversation with Mr. Thompson on 3/5—

A Yes.

Q —of '18?

MR. NETOLS: And if we could look at that page.

BY MR. NETOLS:

Q And so I notice that there are two entries. One says 3/5, and then the next full entry is dated 3/7.

Was that—were they both on the same day, or is that date right?

A No, they were the same day. That's a typo.

If you'll refer to the—there's a time in there, 10:45 a.m., and it refers to that time in both sections of [1013]

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that. The form only goes—you can only put so much information on one of these cells, then you have to roll to another one. But in this instance, the bottom one pertains more to his personal debt, and the upper one was for the 11th Ward debt.

Q So at the initial part of the conversation, did you again talk about the 11th Ward debt?

A (Inaudible.)

COURT REPORTER: I'm sorry, I did not hear the answer.

THE WITNESS: Pardon me?

COURT REPORTER: I did not hear the answer.

THE WITNESS: Read the question again because I—I must have missed something.

MR. NETOLS: I've just been reminded. Can we roll up to the top of the page?

BY MR. NETOLS:

Q And then look at the very first paragraph.

Could you just read the first paragraph?

A Do you want me to read it?



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Q Yes.

A Okay. It says, “Also on the call, Mr. Thompson spoke about his personal debt of 110,000. John Gembara loaned him 110 for home improvement, which was to be rolled up into his home loan.

The bank was to do a term loan. Bank funded the loan with cashier’s checks. He is disputing his balance and is sending [1014] us documentation for this also. When John Holly told Thompson we could document these loans such as to put the appropriate mortgages in place, Thompson expressed willingness to effect such.”

Q So then you had that second conversation on March 5th. You just testified that there’s two entries.

A Uh-hum.

Q The first one is the ward loan?

A Yes.

Q And the second loan is Mr.—is—concerns Mr. Thompson’s loan?

A Yes.

Q If we can just focus on the second one then.

A Okay.

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MR. NETOLS: And if we could just highlight the second one.

BY MR. NETOLS:

Q And could you read that?

A Yes. “Telecon,” meaning telephone conversation, “with Patrick Thompson beginning at 10:45 a.m., with Dan Newell and John Holly present for the call. The primary purpose of the call was to discuss a discovered asset, 11th Ward Democratic, but Thompson’s personal debt was discussed to take advantage of the opportunity to so do. Thompson acknowledged borrowing 110,000 in 2001”—that’s a typo, it should be 2011—“but [1015] said he’d never made any payments on the loan, nor had he received statements of any kind. He indicated he’d attempted to close on the loan numerous times, but had been deferred by John Gembara as recently as October 2017. He questioned the present balance of approximately \$269,000, but became uncertain when advances of 20,000 and 89,000 were viewed up.” Viewed up meaning—

Q I’ll ask you what you meant by that. Keep reading.

A Okay. “He indicated he would review his records to determine whether he received funding, et cetera. Thompson agreed to provide any documentation he might have in his files relevant to the loan.”

Q Now, you used the term “viewed up.”

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Did you actually, at that point, have copies of the items?

A No, I don't think we did. "Viewed up" to me just meant that we brought it to his attention.

Q And then Mr. Thompson—at the end, it says, "He agreed to provide any documentation he might have in his files relevant to the loan."

Did he ever provide any documentation to you?

A Not that I recall.

Q Now, down at the entry on 4/2, where it says "email from Dan Newell to Patrick Thompson."

A Yes.

[1016] Q Could you read that?

A Yes. "Email from Dan Newell to Patrick Thompson at his personal email address, PDT3536@gmail.com, relevant to his unsecured personal debt, primarily, but also inquired regarding the status of the 11th Ward debt. No response received."

Q Do you remember whether that email had any attachments to it?

A As I recall, it had the front and back of three cancelled checks, cashier's checks.

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Q And were those—what was the relationship with—of those checks with any to Mr. Thompson’s loan?

A Well, they reflected the same amounts that we had on the ledger: 110,000, 20,000, and 89,000.

\* \* \*

JOHN HOLLY, JR.,  
GOVERNMENT WITNESS,  
SWORN CROSS-EXAMINATION

\* \* \*

[1019] Q Now, if I understand you correctly, there were two loans [1020] that you were working on collecting with respect to—that are relevant here. One is the loan to the 11th Ward Democratic organization, correct?

A Yes.

Q And that one was for \$100,000, correct? Or—

A Less. 80.

Q 80. But it was supposed to be 100, and it ended up being 80, if I’m not mistaken.

A Well, there was an unsigned note for 100, but it was never disbursed.

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Q Okay. Okay. And then there was this other note for 110,000, right?

A Yes.

Q To Mr. Thompson personally.

A Well, it was styled for he and his wife—

Q Okay.

A —but only signed by him.

Q Yeah, the bank didn't have his wife sign, correct?

A I don't know. It wasn't on there. I don't know who did what.

Q All right. So one—there's a note for 100 and a note for 110, very similar amounts, correct?

A Yes.

Q Okay. And your primary responsibility was the 11th Ward Democratic organization note, correct?

[1021] A Correct.

Q Okay. And with respect to the personal note, the reason you got involved with that was because Planet Home Lending was very busy with other—with other things, correct?

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A Well, we were working with them on numerous other assets, writing payoffs and things. Cases are written for that, presented and signed and approved by the FDIC. It's their way of doing things. So we were doing a lot of that work with them as well. But we only contacted Mr. Thompson on his personal note because he was a little bit difficult to get ahold of.

Q Okay.

A He's obviously a busy man.

Q Yeah, right.

A Yeah.

Q Okay. So—but, you know, just to—if we could just look at the communications log, it didn't take you very long to get ahold of Mr. Thompson.

I mean, the first time you called, you—was on February 21st, right?

A Yes.

Q Okay. And you sent an email on February 21st? Right?

A Yes.

Q And because it had to do with the 11th Ward, the secretary told you the 11th Ward accountant would get back to you, right?

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A Yes.

[1022] Q And then on the 27th, there was a request for the accountant to call. And you finally talked to him on March 1st, which was only a few days later, right?

A Yes.

Q Okay. And—now, asking you about this log—

MR. GAIR: And if we can just put up the top of the log, Carly. Yeah.

BY MR. GAIR:

Q So you deal with hundreds or thousands of customers, borrowers or account holders, in your work for the FDIC, correct?

A I have, yes.

MR. NETOLS: Time frame, Judge. Time frame.

BY MR. GAIR:

Q During any period of time, you deal with a great many borrowers when you're working on a closed institution.

MR. NETOLS: Objection. Relevance.

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BY THE WITNESS:

A No.

THE COURT: Overruled on relevance.

You may answer the question, sir.

BY THE WITNESS:

A No, that's not necessarily true. In this instance, we only dealt with one asset.

BY MR. GAIR:

[1023] Q You dealt with a lot of other individuals having to do with this bank, correct?

A In a passive sense. In other words, if they came in the bank and wanted information, we dealt with them.

Q Now, the reason you keep the communications log is so you remember what was said and have a good record of it, correct?

A That's part of it. Part of it is just to be able to do an effective hand-off to the next party that gets the asset.

Q Okay. So they know what was said.

A Yeah.



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Q Okay. But part of it is so that you remember—you remember what was said and you've got it all written down correctly, correct?

A Yes.

Q And you take great pains with this communication log to make sure it's complete and accurate, correct?

A Well, great pains—I don't know if I would go so far to say that. We—it's kind of like field notes, you know?

Q Sir, do you make sure—do you make an effort to make sure it is accurate and complete?

A Well, it's concurred upon by two people, yes.

Q I'm sorry, I didn't understand your answer.

A It's concurred upon by two people, so I guess—

Q My question is: Do you make an effort to make sure it's complete and accurate?

[1024] A Yes.

Q And as far as you know, this one is complete and accurate, correct?

A Yes.

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Q Okay. And you didn't record this—these conversations, right?

A No. No. We don't do that.

Q So the log is the best evidence we have of what was said, correct?

A Yes.

Q Okay. Now—and you took notes, and then you wrote it up right afterwards, correct?

A That's correct.

Q Okay. And Mr. Newell looked it over, and you agreed on what was there, correct?

A That's correct.

Q Okay. Now, let's look at the entry for March 1st.

MR. GAIR: If you could, Carly, bring that up on the screen and just—there. Make it bigger, the top half. Okay.

BY MR. GAIR:

Q So I think you said that first you talked about the 11th Ward loan. And after you were all done talking about the 11th Ward loan, then you talked about the personal loan, correct?

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A Uh-hum.

[1025] Q Is that what you said?

A Yes.

Q That's not right, is it?

A As far as I know, it is.

Q Look at the last sentence of this line.

It says, "Thompson is to send the documents. He stated that he had a signed promissory note dated 8/31/2017, that he has to Dan Newell and John Holly's Flic email, and we are going to have another call on Monday morning at 10:00 a.m. He left his number, office"—and he gave it—"and cell," correct?

So are you saying, sir, that you arranged for the next call Monday at 10:00 a.m., and you exchanged phone information in the middle of your conversation?

A Well, that should be all taken in—it's got a continuation down there.

Q Exactly my point. This didn't happen in this order. You—the information about setting the next call happened at the very end of the conversation, right?

A It's a narrative of what took place on the phone call.

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Q Okay. But it's not a narrative of what took place in exactly this order, is it?

A Well, it may not be, but it's what happened on the phone call.

Q I don't dispute that.

[1026] I just want to point out that this is not, as you had originally said, a relation in order of what was said. Am I right?

A Well, I may have misunderstood your question.

Q Okay.

A I thought by "order," you meant by chronological date.

Q No, I mean by—in the—during this conversation, there wasn't a segregation, like on this memo, between the loan—the ward loan and the personal loan, was there?

A There may not have been.

Q Okay. Now—okay. So let's just go through sentence by sentence.

"Dan Newell and John Holly placed a call around 3:15 and spoke with Alderman Patrick."

Do you see that?

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A Uh-hum.

Q His name is not Alderman Patrick, is it?

A No.

Q Okay. That's just a mistake.

A Okay, if you say so. He is an alderman. That's just what we referred to him as, Alderman Patrick. Didn't mean any disrespect by it.

Q Okay. But his name is Alderman Thompson, right?

A Yeah.

Q So that might have been an error, not a big one, but just [1027] an error.

A Yeah. Maybe.

Q He acknowledged the note and the debt. True?

A Yes.

Q And we're talking about the note on the ward, right?

A I think so, yes.

Q "The original agreement between the borrower and the bank was for 100,000 for improvements to the

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building.”

A Uh-hum.

Q Now, you actually later saw a note about that, right?

A He had a note. It just wasn't signed.

Q Yeah, but he said that was the original agreement, and there was an agreement like that unsigned, correct?

A For 100,000, yes.

Q Yeah. So that was true, too, right?

A Yes.

Q Okay. So so far we've got two true statements. He acknowledged the note and the debt and the statement about the original agreement for 100,000.

And then he said, “80,000 was funded.” Correct?

A Correct.

Q That's a third true statement, correct?

A Correct.

Q And then he said, “He went to the bank and called Gembara on multiple occasions to finalize the loan. Term loan secured [1028] by real estate, commercial lots.”

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Now, you don't know whether that's true or not, I take it?

A I do not.

Q Okay. And then you go to the part where he's going to send documents, and you set up the next call, which obviously must have occurred at the end of everything, right?

A Probably, yes.

Q Okay.

MR. GAIR: So now let's scroll down to the second—the continuation.

BY MR. GAIR:

Q It says, "Also on the call, Mr. Thompson spoke about his personal debt, \$110,000."

And Mr.—it doesn't say you asked him about it. It says he spoke about it. Right?

A Yes.

Q Okay. And he says, "Gembara loaned him \$110,000," and you say he said "for home improvement"—we'll get back to that—"which was to be rolled up into his home loan."

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Do you see that?

A Yes.

Q And then he says, “Bank funded the loan with cashier’s checks.” Plural. Does he say that?

A I think that was a note we made. Not something he said, [1029] but something we knew.

Q Wait a second. You’re saying that this is something you—you wrote down as part of the communications log, but you -and said this was part of the conversation, but it wasn’t?

A It’s a field note. In other words, the bank funded the loan with cashier’s checks.

Q Take a look at the title on this. “Communication log.” Correct?

A Yes.

Q And this purports to be a discussion of what the communication was, right?

A Yes.

Q And what it says is: “Bank funded the loan with cashier’s checks.” Correct?

A Yes.



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Q And everything else in here is something Mr. Thompson said, correct?

A Not necessarily.

Q Okay. Well, you point out to me something else he didn't say.

It said, "He is disputing the balance and is sending us the documentation for this also."

Do you see that?

A Yes, he said that.

Q And then it says: "When John Holly told Thompson we could [1030] document these loans such as to put the appropriate mortgages in place, et cetera, Thompson expressed willingness to effect such."

A Yes.

Q Is that correct?

A Yes.

Q Okay. Now, there is nothing in here indicating that you mentioned the balance of \$269,000 to him in this first call, is there?

A I believe we did, but there's nothing in there, no.

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Q Okay. And this is the best record of what was said in the conversation, right?

A Yes.

Q And there's nothing in there about that.

A No.

Q You knew about the whole \$269,000 before the conversation, didn't you?

A I don't know that we did.

Q Well—

A Again, okay, don't—

Q Go ahead. I didn't mean to interrupt you.

A Okay. Well, the nature of the particular receivership was such that the books and records were not particularly reliable. So we were just collecting information.

Q Okay. Let me ask you a better question.

[1031] Sir—

MR. GAIR: I beg your pardon, Judge. I just need a minute here.

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THE COURT: Take your time.

(Pause in proceedings.)

BY MR. GAIR:

Q Okay. Sir, do you remember being interviewed by Mr. Netols, Ms. Petersen, Special Agent Evans, and Special Agent Gibson on October 4th of 2021?

A Vaguely.

Q Okay. Isn't it true that you told them at that time during the March 1st conversation—before the March 1st conversation, “Holly and Newell had the account snapshot and knew about all the advances but didn't have the checks at that point.”

A It's possible. I don't recall.

Q Okay. Okay. So you may have had the—all the disbursements.

MR. NETOLS: Just objection to form.

Is he asking him what actually he said or what's in the report?

MR. GAIR: That's an improper objection.

MR. NETOLS: What he knew at the time or what's in—what he told us?

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THE COURT: So your objection is to form, Mr. Netols?

[1032] MR. NETOLS: Yes.

THE COURT: Overruled.

BY MR. GAIR:

Q Mr. Holly, isn't it true that you told the agents and the government back this last October that you already knew the full amounts of the three borrowings, which added up to \$219,000?

MR. NETOLS: Objection. Not impeaching, Judge. He already testified—I don't want to go into any more detail, but he testified about the ledger. So this is not inconsistent. He said he knew all the amounts—

MR. GAIR: This is a speaking objection, Judge.

THE COURT: Two things, Mr. Netols. Please limit the objection to a basis for the objection, please.

I've heard your objection, which is that it's not impeaching. Overruled.

Proceed.

BY MR. GAIR:

Q Did you tell the agents and the prosecutors that prior to the call on March 1st of 2018, you already knew that there were three loan amounts totaling \$219,000?

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A I may have. I don't recall.

Q Okay. And there's nothing in here reflecting that you said or Mr. Newell said anything about \$219,000 or \$269,000 in that call on March 1st, correct?

[1033] A That's correct.

Q Now, you also said on direct examination that during this call—I'm going to try and quote you here—"I don't think he realized it was that much."

Is that what you said?

A Yes.

Q Is that your belief?

A Yes.

Q Now, sir, I want to read you something and ask you, in this conversation, you were talking about the amounts he had borrowed, correct?

A Which conversation are you talking about?

Q This March 1st conversation.

A Okay.

Q Right?

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A Yes.

Q You're talking about the amounts he borrowed, right?

A Yes.

Q Not the amount he owed.

A We were collecting the information, correct.

Q But you were collecting—but the discussion was about what was loaned to him, not what he owed, correct?

A More or less, yes.

Q I mean, there's a difference between what you borrow and what you owe, right?

[1034] A Yes. We just mentioned his personal note. That's basically where it started—

Q Okay.

A —the conversation.

Q So you were just starting with what he borrowed, and he said he borrowed 110. That's what he remembered.

A I don't even think we even asked him what he borrowed. We just mentioned the personal debt.

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Q Okay. And he said John Gembara loaned him 110,000 for home improvements, right?

A Yes.

Q Okay. We're going to come back to the home improvements. But it's true that John Gembara loaned him \$110,000, isn't it?

A Yes.

Q And he did not say he only owed \$110,000 and that any higher amount was incorrect, did he, sir?

A No.

Q Now, sir, let's talk about the purpose of that \$110,000.

Now, to go back to the first paragraph of March 1st, it says that the \$100,000 that he remembered the original agreement being was for improvements to a building, right?

A Correct.

Q And then in the second paragraph, you're also talking about improvements to a building, correct? Namely, his home.

[1035] A Yes.

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Q Okay. Sir, you just got that confused, right, between the improvements to the building and the improvements to the home, right?

A I think it's hard to confuse the two.

Q Well, it would be, except for the fact that you've already testified that this doesn't go in chronological order, so you were obviously talking about the two things at the same time.

A I don't recall it that way at all.

Q Okay. Could you have made a mistake about that?

A I don't really think so. We were segregating comments to the extent that part of this was applicable to Planet Home, and we would share it with them. So it could be that, you know, we kind of isolated it out that way or wrote it up that way.

Q Well, you isolated it out after the fact in the two separate paragraphs, but that you've already said is not the order in which the conversation necessarily occurred.

A There was no ambiguity at that part of the discussion.

Q Okay. You're sure about that.

A I am.



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Q As sure as anything you have ever been of in your life.

A Yeah, I'm sure of this, yes.

Q You're sure he said that loan was for home improvements.

A Yes.

Q Okay. Well, sir, he actually told you in that conversation [1036] it was for a contribution to his law firm, didn't he?

A No, he didn't tell us that.

Q He didn't tell you that.

A No.

Q He never told you that.

A No.

Q Never, not once?

A He acknowledged it later on, I think; but he didn't tell us that, no.

Q What do you mean he—what's the difference between acknowledging it and telling you it?

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A We—we found out by tracking the money that—  
where the money went. We didn't know either.

Q He—

A Thought it was for a home loan.

Q He told you it was for a contribution to his law firm,  
didn't he?

A That's not my recollection of it.

Q Okay. Well, there's an email about this, isn't there?

A Later, yeah.

Q Yeah. Let's look at that email. It's Government  
Exhibit 199.

MR. GAIR: Is it in evidence, Carly?

MS. CHOCRON: No.

MR. GAIR: Move its admission into evidence. It's  
[1037] subject to Stipulation 24.

THE COURT: Mr. Netols, it's a government exhibit.  
It's Government Exhibit 199.

(Counsel conferring.)

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MR. NETOLS: This is subject to a motion *in limine* that I believe that—intentionally not displaying it. The issue is the—

MR. GAIR: Just scroll up so that we're not looking at the first paragraph, and we'll redact it later.

There we go.

THE COURT: Hang on for a second. I need to be sure where—if it's—it's not in evidence. Mr. Gair has asked to move it into evidence. And I'm asking: Is there an objection? It's a government exhibit, as I understand it. The government hasn't moved it in. Is there an objection to Mr. Gair seeking to move it into evidence? And if so, is it going to be under Government Exhibit 199? Or should it be defense exhibit? So what are we doing?

MR. NETOLS: You can make it 199, your Honor. And we would have no objection as long as pursuant to your—the ruling on the motion *in limine* that—that there's a redaction at the top. The first—

MR. GAIR: Yes, Judge, that's fine, Judge.

THE COURT: All right.

MR. GAIR: Thanks.

[1038] THE COURT: So 199 will be admitted, subject to that editing.

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(Government Exhibit 199 admitted in evidence.)

BY MR. GAIR:

Q Now, this is from your partner, Mr.—your employee, Mr. Newell, right? To Mr. Thompson. That's PDT 35—

A I can't see the exhibit.

Q Pardon me?

A I don't have the exhibit.

THE COURT: I'm sorry. Hang on. Sorry about that.

MR. GAIR: I'm sorry. I should have asked to publish, Judge.

THE COURT: Just give us one second.

Now, Mr. Holly?

THE WITNESS: Yes.

THE COURT: All right. Thank you.

BY MR. GAIR:

Q All right. So this is from your colleague, Mr. Newell—

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A Yes.

Q —to Mr. Thompson, copied to you, on April 2nd, correct?

A I can't see the date. Could you lower it a little bit?

Q Are you able to read it?

A Yeah, I can read it. Okay. I got it. Sorry.

Q April 2nd, right?

A Yeah.

[1039] Q And what Mr. Newell says to Mr. Thompson is as follows: "Patrick, attached are documents and interest due on your personal loan. The records of the failed institution show the amounts funded to you as follows."

Do you see that?

A Yes.

Q So this is where he lays it out and also attaches the documents; is that correct?

A Yes.

Q Then it says—

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MR. GAIR: Can you highlight, Carly, where it begins \$110,000?

BY MR. GAIR:

Q “\$110,000, advanced on 11/16/2011, made payable to your law firm and deposited by your law firm. This was confirmed by you as your buy-in to the firm.” Is that correct?

A That’s what it says. I don’t recall the confirmation, though.

Q Okay. But certainly Mr. Newell wrote on April 2nd that he had done—said that, right?

A Yes.

Q Okay. So now let’s look back to the communications log, Government Exhibit 191.

And we’ve already gone through the March 1st conversation.

[1040] Let’s go to the next conversation, March 5th.

Now, under the March 5th heading, everything there is about the loan to the ward organization, correct?

A Correct.

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Q Okay. And then if we go to the March 7th conversation—which is actually on March 5th. It was just a mistake, right?

A Typo, yes.

Q Okay. And that is the part where you talk about the personal loan to Mr. Thompson, correct?

A Correct.

Q Okay. There's nothing in here about Mr. Thompson—about the purpose of the loan being raised with Mr. Thompson, correct?

A Correct.

Q Okay. Let's go to the next entry, 3/16.

And there's nothing in here suggesting that the purpose of the loan was raised with Mr. Thompson on March 16th, correct?

A Correct.

Q And then if we go down to April 2nd, it refers to an “email from Mr. Newell to Mr. Thompson at his personal address relevant to his unsecured personal debt, primarily, but also inquired regarding the status of the 11th Ward debt. No response received.”

Do you see that?

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[1041] A Yes.

Q And that's the date of the email we just looked at.

A Yes.

Q And there's nothing in there about the purpose of the personal loan, correct?

A Correct.

Q So the only time—the only time that you talked with Mr. Thompson about the purpose of the personal loan was on March 1st, correct?

A Correct.

Q And so that had to be when he told you that the loan was for his contribution to his law firm; isn't that true, sir?

A I don't know that that's true, no.

Q Well, if he told you some other time, you would have written it down in your complete and accurate log, wouldn't you have?

A Well, there may have been some emails in there that aren't reflected. I don't know.

Q Well, do you know of any emails? Or are you—



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A No, I—

Q —just making that up?

A —do not. I'm just saying there may have been some.

Q Okay.

A I don't—I don't know when the acknowledgment was.

Q I'm not asking you to speculate.

[1042] A Okay.

Q I'm asking you, have you seen anything in your communications log or in any documents anybody has showed to you that says that the purpose of that \$110,000 was discussed other than on March 1st?

A No.

Q And, therefore, sir, he must have told you on March 1st that it was for a buy-in to his law firm, right?

A I can't say that that's correct.

Q And you can't say that it's incorrect, can you?

A No, I can't.

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\* \* \*

JOHN HOLLY, JR.,  
GOVERNMENT WITNESS,  
SWORN REDIRECT EXAMINATION

\* \* \*

[1043] Q If Mr.—then with respect to the amount, do you have any question as to whether or not Mr. Thompson told you that he only borrowed \$110,000?

A No.

[1048] RECROSS-EXAMINATION

BY MR. GAIR:

Q You said you were kind of unsure yourselves on March 1st when you had that conversation, correct?

A We were unsure of the bank's records, yes.

Q Yeah, yeah.

A Yes. Okay.

Q And you're still unsure about what happened on March 1st in that conversation, aren't you?

A No.

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Q Well, you don't know whether—you've already said you don't know whether you mentioned the 269 or you didn't mention the 269, correct?

A Yes. I guess that's possible, yes.

Q Okay. You just don't know.

A No, I don't know that aspect of it, no.

MR. GAIR: Can you put Government Exhibit 191 back on?

BY MR. GAIR:

Q It certainly doesn't say that on the log, does it?

A No.

Q Okay. And Mr. Netols brought up the fact that Mr. Thompson had a fairly good memory in this conversation of the amount of the ward loan, correct?

A Yes.

Q And that's because that ward loan had only been issued like [1049] six months earlier, correct?

A Correct.

Q Not years earlier like the personal loan, correct?

*Appendix F*

A Correct.

Q Okay. Now, I think we may have misunderstood each other.

I understand that on this log, you've separated out how you think the two conversations occurred, the two parts of the conversation occurred.

But what I'm asking you is, in fact, they didn't necessarily occur in this order, correct?

A Yeah, it was a whole conversation, but narratively separated into what belonged to Planet Home and what didn't.

Q You narratively separated afterwards.

A Yes.

Q So it was kind of integrated, right?

A To some degree, yeah.

Q And Mr. Thompson is a big talker, isn't he?

A I don't know.

Q Well—

A I don't know him.

*Appendix F*

Q He just kind—he just kind of goes on, doesn't he?

A I don't know.

Q Okay. Now, on March 5th, in that conversation—

MR. GAIR: If you can scroll down, Carly.

BY MR. GAIR:

[1050] Q In that conversation, there's great detail about 40,190 in masonry repair, 37,700 on demolition, et cetera, correct?

A Uh-hum.

Q That's because he sent you the invoices pursuant to your request, right?

A Correct.

Q He didn't have those in his memory, did he?

A No.

Q Okay. Now, later on March 5th, which is marked as March 7th—

MR. GAIR: If you could scroll up so we could see that whole paragraph, Carly.

*Appendix F*

BY MR. GAIR:

Q At that point, you say you viewed up the other installments. Okay? Right?

A Yes.

Q But by “viewed up,” you don’t mean you showed him—

A No.

Q —you mean you told him.

A Yeah, just told him.

Q Okay. And he became uncertain, right?

A Yes.

Q He didn’t say, “Absolutely, no, that’s a ridiculous lie.”

He said, “Oh, I’m not sure.” Right?

A Well, I don’t know those particular words, but he was—he [1051] was surprised. I’ll put it that way.

Q He was surprised.

A Yes.

*Appendix F*

\* \* \*

[1052] JOHN HOLLY, JR.,  
GOVERNMENT WITNESS, SWORN  
FURTHER RECROSS-EXAMINATION

\* \* \*

BY MR. GAIR:

Q Mr. Thompson never told you, “I only borrowed 110,000”—

“I only owe \$110,000 and no other amount,” correct? He never told you that.

A I don’t recall him saying that.

\* \* \*

[1069] MARK HANSEN,  
GOVERNMENT WITNESS,  
SWORN DIRECT EXAMINATION

\* \* \*

[1070] I want to show you a document that’s been admitted into evidence as Government Exhibit 96.

It will come up on your screen in a moment.

*Appendix F*

Do you see this document in front of you, Government Exhibit 96?

A Yes.

Q Do you recognize it?

A Yes, I do.

Q What is it?

A It's a copy of a check drawn from Washington Federal

Savings Bank to—made payable to North Community Bank for [1071] \$89,000, which paid off the agreed settlement amount on North Community Bank's loan to Patrick Thompson, which was secured—

Q I—

A —by a second mortgage.

Q I—all right.

Do you see the loan number there that's highlighted? 11536679?

A Yes.

Q And you mentioned that this check related to a second mortgage held by Mr. Thompson?



*Appendix F*

A Yes.

Q And was that second mortgage on a rental property that Mr. Thompson owned?

A Yes.

\* \* \*

[1073] DANIEL NEWELL,  
GOVERNMENT WITNESS,  
SWORN DIRECT EXAMINATION

\* \* \*

[1078] Q What, if anything, did Mr. Thompson say about how much his loan was?

A He said it was a loan for \$110,000.

Q And did he tell you what individual he dealt with when he got the loan?

A It was for home improvement.

Q Did he tell you what individual he dealt with, who the president of the bank was?

A Excuse me. I'm sorry.

Q Yeah.

*Appendix F*

A Sorry. Yes. He was dealing with John Gembara.

Q And did he tell you what the purpose of the loan was for?

A Yes. It was for home improvement.

Q And is that what he said?

A Yes.

[1079] Q And then during this conversation, what, if anything, did you tell Mr. Thompson about what you believed the total balance of his loan was?

A We asked him and—we had said it was 269,000, roughly. I don't remember the exact change, but it was 269,000.

Q And what, if any, was—what, if any, reaction did he have to that amount?

A He disputed it.

Q Now, at some point on March 5th, did you have another conversation with Mr. Thompson?

A Yes.

Q And was Mr. Holly also involved in that conversation?

A Yes, he was.

*Appendix F*

Q And did that conversation also have two topics?

A Yes.

Q Was one the ward loan again?

A Yes.

Q And was the other the personal loan?

A Yes. The other was his personal loan.

Q What did Mr. Thompson say about—anything in particular about the specifics about his personal loan in that conversation?

A He talked about how—that he had had it and had not made any payments, and that John Gembara was—had just never gotten around to getting it done. And we talked about [1080] individual advances other than the 110, the 20,000, and the \$89,000 advance.

Q And what did he say in response to you mentioning those two advances?

A He became very un—un—I'd say unleery—he just was—became—wasn't sure—

MR. GAIR: Objection, your Honor. Objection. This is calling for the same kind of opinion. Whatever he said, he said. That's—

*Appendix F*

MR. NETOLS: Judge, if I could explain. That's the lay opinion as to observing and hearing conversations. That's perfectly permissible.

THE COURT: The witness may testify as to what it is that Mr. Thompson said.

Is that the question?

MR. NETOLS: Yes.

THE COURT: As to what Mr. Thompson said, you may answer the question.

BY THE WITNESS:

A Yes.

BY MR. NETOLS:

Q What did he say in response to you mentioning the two advances of 20,000 and \$89,000?

A He was unsure of them and would find—he would get his documents to us.

[1081] Q And did he ever give you any documents?

A No, sir.

*Appendix F*

\* \* \*

DANIEL NEWELL,  
GOVERNMENT WITNESS,  
SWORN CROSS-EXAMINATION

\* \* \*

[1083] Were you involved in preparing something called a communications log with respect to this loan?

A It was prepared by John Holly. I reviewed it after our calls.

Q Well, the two of you were both involved in preparing it, right?

A He prepared it. I reviewed it, and he prepared it.

MR. GAIR: Could we have the communications log up, please? DX—I'm sorry, GX 191.

BY MR. GAIR:

Q Do you recognize this document as the communication log?

A I do.

[1084] Q Okay. And this log is prepared, in part, to make sure that you can remember what people told you when you talked to them, right?

*Appendix F*

A To remember—it's a communication log. It's effectively for asset management. If anybody needs to know a status, that's what those are prepared for.

Q And so you want to be very precise when you prepare these, right?

A Yes.

Q And in this case, the way it was done is Mr. Holly would take notes during the call, right?

A Yes.

Q And Mr. Holly would then make an entry on the communication log immediately after the call, right?

A Yes.

Q When his memory was really fresh, right?

A Yes, yes.

Q And then you would look at the notes and make sure you were in agreement that that's exactly what had occurred on the log.

A Yes.

Q And, sir, you and Mr. Holly were very vigilant—and I quote, very vigilant—in making sure the log was right, were you not?

*Appendix F*

A We reviewed it every time, yes.

Q But you were very vigilant in doing so, right?

[1085] A We did it—we never let—as soon as the conversation was done and we hung up, we completed it. We didn't go to lunch. We didn't do anything else. That's what—we finished up whatever we were doing and got that done, yes.

Q Sir, do you remember being interviewed by Ms. Petersen, Mr. Netols, Special Agent Moriarity, Special Agent Evans, and Special Agent Gibson on December 3rd of 2020?

A I recall we talked multiple times. I don't know that specific date, but—

Q And do you recall telling them that you and Holly were very vigilant regarding the entries on the communications log?

MR. NETOLS: Objection. Not impeaching as to the witness testifying.

MR. GAIR: He said he didn't—he wouldn't give me the "very vigilant." I'm entitled to impeach.

THE COURT: Hang on.

So, Mr. Gair, are you trying to refresh the witness's—

*Appendix F*

MR. GAIR: Not at all.

THE COURT:—testimony through leading questions?  
Or are you trying to impeach the witness?

MR. GAIR: I'm trying to impeach him because he has not unequivocally admitted that he was very vigilant regarding the entries on the log. And so this is a prior inconsistent statement, your Honor, under the rules.

[1086] THE COURT: I'd have to see the—

MR. GAIR: DX 119, page 2, your Honor, second paragraph.

Can you put that on the judge's screen?

(Pause in proceedings.)

MR. GAIR: If you read the second paragraph, your Honor.

And highlight the relevant part.

(Pause in proceedings.)

THE COURT: Thank you.

Mr. Netols?

MR. NETOLS: He's testified to his—the conduct that he engaged in. Whether the—the characterization is really irrelevant.



*Appendix F*

THE COURT: Overruled.

Proceed.

BY MR. GAIR:

Q Sir, were you very vigilant in making sure the communications log was accurate?

A I think I've been very clear that we didn't leave the room without making sure it was accurate and done. I don't -vigilant? I mean, I could come up with a ton of words. I'm not trying to argue with you, but I—I—vigilant? Okay.

Q Did you tell the agents and the prosecutors that?

A We had a conversation. I don't know the exact extent of [1087] that conversation. We used a lot of words. We had—I'm not trying to argue. Vigilant? I don't know what the difference is. If—if you don't leave the room before you get everything done and look at it and make sure you think it's accurate, I don't know—I don't know what that verb is. I mean, vigilant.

Q It's an adjective, and it means—

A Whatever.

Q Sure.

Were you very careful in making sure the communications log was precise and accurate?

*Appendix F*

A We looked—we went over the narrative. And, yes, we were very precise.

Q Okay. Now, sir, the log then, because you were very precise, is the best evidence of what was said in those conversations, correct?

A Yes.

Q Now, let's look at what's said, if we can turn to the March 1st conversation.

Now, let's look at the part talking about the personal debt.

It says, "Also in the call, Mr. Thompson spoke about his personal debt, \$110,000."

Do you see that?

A Yes.

[1088] Q And then he goes on to talk about how Gembara loaned him the money, right?

A Yes.

Q Okay. It does not reflect in there that you told him anything about a larger amount owed in that conversation, does it, sir?

A When he said he was disputing his balance.

*Appendix F*

Q But it doesn't say you told him that he owed 219,000, right?

A No.

Q And it doesn't say that you told him he owed 269,000, does it?

A No.

Q And he didn't say, and it doesn't say in there, that—

MR. GAIR: One moment, your Honor.

THE COURT: Okay.

BY MR. GAIR:

Q He didn't say he only owed 110,000 and no higher amount, did he, sir?

A He did say he owed \$110,000. That's what he said.

Q Yeah, he did say that. And he did owe 110,000, right?

A He owed more than 110,000.

Q Okay. But he didn't say, "I owe only 110,000." The word "only" is not in there. Right?

A No.

*Appendix F*

[1089] Q Okay. And he didn't say, "I didn't owe"—"I don't owe any higher amount." Right?

A He disputed his balance.

Q Okay. But he didn't say he didn't owe any specific—he didn't say he didn't owe any higher amount. He disputed the balance. Right?

A Right.

Q And the balance he was disputing was from the statement Planet Home Lending had sent him, correct?

A I don't have any idea. We talked to him about the balance, 269,000 and some change.

Q Okay. But you know that Planet Home Lending sent him a statement for \$269,000.

A I don't know when they sent that. I don't have any idea.

Q Okay. Now, sir, during this conversation—you don't write down anything about 219,000 or 269,000 here, do you, sir?

A In the log, no.

Q What?

A In the log, no.

*Appendix F*

Q Okay. And that log is the best evidence, as you've said, of what was said during that conversation.

MR. NETOLS: Objection. His ability to answer that question, Judge, as to what best evidence is.

THE COURT: Overruled.

If you can answer that question, you may answer that [1090] question.

BY THE WITNESS:

A The best evidence is—was the balance that was on the books.

BY MR. GAIR:

Q No, the best evidence of what was said in the conversation is what's in the log, right?

A Yes.

Q Okay. And, in fact, sir, you had a big failure of memory when you were first interviewed by the agents and the prosecutors about this conversation, didn't you?

A It had been four years.

Q And four years is a long time to remember details, even important ones, right?

*Appendix F*

A Sure. It's a while, yes.

Q In fact, you told the agents and the prosecutors when they interviewed you that he disputed the whole \$110,000, too, right?

A I don't recall.

Q Okay, sir. Well, did you tell the agents and prosecutors on December 3rd of 2020 that "Mr. Thompson said he did not borrow money at all"?

Did you say that?

A I don't recall if I said that at all.

Q In fact, did you tell them that he disputed the personal [1091] loan until you showed him the documents?

A Well, that's what I meant. He did dispute—he did dispute it.

Q But you said—you told the agents that he disputed all of it, the whole loan. Right?

MR. NETOLS: Can I object, your Honor? I would like to know where he said that he didn't borrow money at all.

MR. GAIR: He disputed all of it. That's what I just said.

MR. NETOLS: He said he didn't borrow money at all.

*Appendix F*

MR. GAIR: Okay, strike—

THE COURT: Hang on.

Are you going to rephrase the question?

MR. GAIR: I will, Judge.

MR. NETOLS: That's not what's in the report.

MR. GAIR: I'm looking at the agents' notes. This is DX 112—111, in case you want to follow along.

BY MR. GAIR:

Q Sir, you told the agents just a little over a year ago that Mr. Thompson in that call on March 1st disputed all of it, didn't you, sir?

A I don't recall.

Q He didn't dispute all of it, did he, sir?

A He—on that log, he disputed the balance. He didn't—he didn't know what he owed.

[1092] Q He didn't know what he owed, did he?

Okay. But he—when you said—if you said he disputed all of it, that wasn't true. He didn't dispute \$110,000, right?

A No.

*Appendix F*

Q Okay. In fact, you went on to tell the agents in that interview he was disputing the 110K. Didn't you tell them that?

A I don't recall.

Q If you did, that's a big mistake of memory, isn't it?

A If I said he disputed all of it, yes.

Q Okay. And you didn't do that on purpose. You weren't lying, were you?

A I'm not lying about anything.

Q You wouldn't do that. But memory is a funny thing. And you just forgot and thought he was disputing the 110K when you talked to them, right?

A If you say so. I don't know what his notes were. I don't . . .

Q Now, sir, in the report here, in the—in the communications log, the word "owed" is never used. Am I correct? On that March 1st, 2018, the word "owed" is never used.

A No. There's no "owed," no.

Q Okay. Now, sir, let's talk about—oh, I know. I want to [1093] go down to the entry for March 7th, which was actually March 5th.



*Appendix F*

A Yes.

Q Okay.

A That would be correct.

Q Okay. So that was just another mistake, right?

A You would have to ask John. I—it was essentially the way the software was. I don't know why it was in there, but—

Q How do you know it was March 5th if you—if you—if it says March 7th?

A Because I know we had two calls, and—and we followed up with—with the lender at PHL afterwards. So I know it was March 5th.

Q Okay. Now, you say there that Thompson acknowledged borrowing 110,000 in 2001; is that right?

A It's a typo. It's 2011.

Q It's a typo, meaning it's wrong. Right? You didn't make that mistake on purpose either, did you?

A No.

Q Okay. Has anyone charged you with lying on a federal report?

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MR. NETOLS: Objection. That's argument, Judge. Relevance.

THE COURT: Sustained.

MR. GAIR: Okay. All right.

[1094] BY MR. GAIR:

Q Now, sir, at that time, you did mention to him the additional two installments, the 20,000 and 89,000, correct?

A Yes.

Q And that's right there in the line.

A Yes.

Q And what he told you is: I don't remember, I'd like to review the records.

Isn't that what he told you?

A Yes. He wanted to get his records, yes.

Q He said: I don't remember, I'd like to do the—review the records.

A He questioned—I don't remember if he said "I don't remember." I don't recall his exact words, but—

*Appendix F*

Q Okay.

A —essentially he—he was—he disputed those.

MR. GAIR: This is DX 111 at Bates Number 5.

BY MR. GAIR:

Q Didn't you tell Mr. Netols, Ms. Petersen, and the agents on December 3rd of 2020, just a little over a year ago, "He said, 'I don't remember, would review records'"?

A Okay. I mean, I'm not—again, I don't know what I said on that conversation, but I think we're saying essentially the same thing.

Q Okay. You sent him the records, right?

[1095] A He was given everything.

Q Yeah, I mean, but you—you specifically sent him an email with the three checks: 110, the 20, and the 89. Right?

A Yes, yes.

Q And you did that on about April 2nd, correct?

A I believe that's the date, yes.

Q Okay.

*Appendix F*

MR. GAIR: And could we—what's that Exhibit Number, Carly?

I know it's Defendant's Exhibit Number 12, but I don't remember the government exhibit number.

Don't show the top part.

MS. PETERSEN: 199.

MS. CHOCRON: I actually already redacted it.

MR. GAIR: Oh, good. Thank you.

BY MR. GAIR:

Q All right, sir. I'm going to show you what has been marked and admitted as Government Exhibit 199 and ask you: Is this an email you sent to Mr. Thompson on April the 2nd of 2018?

A Yes, it is.

Q And it says, "Patrick, attached are documents and interest on your personal loan. The records of the failed institution shows the following amounts funded to you."

And do you see that? It contains those three amounts?

A Yes.

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[1096] MR. GAIR: And then if we scroll down, Carly. We can see that the attachments—just scroll to the attachments.

BY MR. GAIR:

Q There's the check for 110.

There's the check for 20.

There's the check for 89.

I'm sorry, that's another one for—they're kind of mixed up, but you attached the three checks, right?

A Yes.

Q Okay.

MR. GAIR: Could we go back to the—oh, to the first page.

BY MR. GAIR:

Q Now, if you look in the second paragraph, you say, "110,000 advanced on 11/16/2011. Made payable to your law firm and deposited" to your law firm—"by your law firm. This was confirmed by you as your buy-in to the firm." Correct?

A Correct.

*Appendix F*

Q Now, on what dates did you talk with him, according to your log, about the purpose of the \$110,000?

A On the log, on 3/1 and 3/5.

Q No, only on the—well, let's look. Okay.

MR. GAIR: So go back to the log, Carly.

BY MR. GAIR:

Q Okay. Let's start with 3/5.

[1097] There's nothing on here in the first 3/5 entry about the personal loan at all, right?

A No.

Q So then we go to the second 3/5 entry, which is under 3/7.

A Right.

Q And there's nothing here where you discuss the personal loan with Mr.—the purpose of the personal loan with

Mr. Thompson, according to this log, correct?

A Right.

*Appendix F*

Q And then if we go to 3/16, there's nothing there saying you discussed the purpose of the personal loan with Mr. Thompson, right?

A Right.

Q And if we go to 4/2, that's the date of the email that we just looked at, right?

A Right.

Q So the only time that you discussed the purpose of the personal loan with Mr. Thompson was on March 1st. Am I right?

A On the log, yes. You're correct.

Q Okay. Well, you were very vigilant or very careful or precise about this log. And the only time you discussed this subject, according to the log, was on March 1st, right?

A Right. Well—

Q And so—

A We talked about it on the 5th, too, yes.

[1098] Q No, you didn't. You didn't talk about—

A He acknowledged the debt—if you go back and look at the—there, he says, “Thompson acknowledged borrowing 110.” That's on 3/7—

*Appendix F*

Q Okay.

A —which was 3/5.

Q Okay.

A So it was talked about then, yes.

Q I didn't say it wasn't.

Listen to my question.

You didn't talk about the purpose of the 110 on 3/5.

A No.

Q So the only time you talked about the purpose of the 110 was on March 1st, right?

A On the log. Yes, yes.

Q And so that's the date he told you that it was for the buy-in to the law firm.

A No.

Q Well, sir—

A He did not.

Q There's no other entry reflecting anything about that, but we know he told you it was for a buy-in to the law firm because it's in your email.



*Appendix F*

A Yes. But he did not talk about it on 3/1—I don't recall when he did that. I don't recall if he told John Mallaber with [1099] Planet Home. We—

Q You're just making that up.

A No, I'm not making it up, sir.

Q Well, you don't get to—you don't get to say I don't recall if he did something. That's speculation.

MR. NETOLS: Objection, Judge.

THE COURT: Sustained.

BY MR. GAIR:

Q Sir, did—do you recall talking to Mr. Thompson about the purpose of the loan on March 2nd?

A On 3/1, yes.

Q Okay. I'm asking about March 2nd.

A On March 2nd? No.

Q What about March 3rd?

A No.

Q What about March 4th?

*Appendix F*

A Not that I recall, no.

Q In fact, no other date do you recollect talking to

Mr. Thompson about the purpose of the loan than March 1st, right?

A Other than March 1st, yes.

Q And you know that he confirmed that the loan was for his law firm buy-in, right?

A No.

Q Sir, you say it in the email that he confirmed it was for [1100] the law firm buy-in—

A He did it another time. I—as I said, I don't know how he did it, but I know what he said on 3/1.

Q Sir, you thought—you know so well that he—what he thought on 3/1—what he said on 3/1 that you told these agents and prosecutors that on 3/1 he was disputing even the \$110,000. Right?

A No.

Q Sir, let's go back then.

You did tell the agents and prosecutors last December that Mr.—and you told them over and over that he was

*Appendix F*

even disputing having borrowed the \$110,000 on March 1st, right?

A What I said is he disputed the loan. And that's what he did, he disputed the loan—

Q Sir—

A —on 3/1.

Q —can you account for why the agents wrote down, like, four times that you said he disputed the entire \$110,000?

A I can't tell you why, but I know what he did.

Q Sir, let's say the agents have accurately recorded what you told them. That would mean that you forgot something about that March 1st conversation. Right?

A I didn't forget the March 1st conversation. I know what he said.

MR. GAIR: Nothing further, Judge.

**APPENDIX G — EXHIBIT 191, UNITED STATES  
DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF ILLINOIS, FEBRUARY 10, 2022**

[Ex. 191, introduced at Tr. 934, February 10, 2022, United States District Court for the Northern District of Illinois, U.S. v. Thompson, 21 CR 279]

**COMMUNICATION LOG**

**BORROWER:** 11th WARD DEMOCRATIC

**ASSET NUMBER:** Discovered Asset

**CONTACT:** Dan Newell/John Holly-  
RAS Contractor

**PHONE:** 773-254-6677

**STATUS UPDATES**

[Include summary of Communication Actions Taken and Future Plans Etc.]

**2/21/2018**

Contact via telephone; spoke with Office Secretary; was advised that Alderman Thompson was in Committee Meetings all day today; left message asking that Alderman Thompson return call to Dan Newell at 972-761-2527; when asked what this call was in reference to told her “he will know.” John Holly was present for the telephone call.

*Appendix G***2/21/2018**

Email msg was sent to Alderman Thompson via the 11th Ward online contact system; msg was as follows: “Please call me to discuss the matter referred to in my letter to you dated February 2, 2018, delivered via messenger—tracking number 1Z3Y2SX60194712995. Thank you for your consideration in this matter.” This contact made by John Holly, RAS Contractor.

**2/22/2018**

Bridgett with the 11th Ward called relevant to the letter; acknowledged receipt of the letter and stated the letter had been turned over to the 11th Ward’s accountant for handling. Dan Newell and John Holly were on the call.

**2/27/2018**

Call placed at 9:15 am; left msg with service desk for accountant, John McDonough, to return call to Dan Newell. At 10:05 am Bridgett returned call to Dan Newell stating that she didn’t provide information relevant to the accountant handling the matter previously; Dan provided her with the date of the telecon and she then indicated more than one Bridgett worked at the office and she didn’t know the name of the account; Bridgett indicated Alderman Thompson would call Dan later today. John Holly was on both calls.

*Appendix G***2/28/2018**

Dan Newell and John Holly placed a call at 2:25 pm; left msg for Alderman Thompson to return call to Dan Newell; also asked to speak with the Accountant, but were told he was in today.

**3/1/2018**

Dan Newell and John Holly placed a call around 3:15 and spoke with Alderman Patrick. He acknowledged the note and the debt. The original agreement between the borrower and the bank was for 100,000 for improvements to the building; \$80,000 was funded. Thompson stated that he went to the bank and called John Gembara on multiple occasions to finalize the loan (term loan secured by real estate—(commercial lots). Thompson is to send the documents (he stated that he had a signed promissory note dated 8/31/2017) that he has to Dan Newell & John Holly's flic email and we are to have another call on Monday Morning at 10:00 am. He left his number (office)—773-254-6677 and (cell)—773-807-5652.

Also on the call, Mr. Thompson spoke about his personal debt 110,000. John Gembara loaned him 110,000 for home improvement, which was to be rolled up into his home loan (Bank was to do a term loan). Bank funded the loan with cashiers checks. He is disputing his balance and is sending us the documentation for this also. When John Holly told Thompson we could document these loans such as to put the appropriate mortgages in place, etc., Thompson express willingness to effect such.

*Appendix G***3/5/2018**

Newell and Holly initiated a planned call at 10am, but the 11th Ward's Treasurer hadn't arrived yet, so Alderman Thompson asked if he could call back. 11th Ward called back at 10:45am with Alderman Thompson, Treasurer of the Campaign Committee John McDonough, Newell and Holly on the call. Thompson reiterated that during the Summer 2017 work was done on the 11th Ward bldg., including tuck pointing, new lighting, flooring, and some reconfiguration work. During August/September Thompson met with J Gembara and originally agreed to borrow \$100K; however, only \$80K was funded. Thompson indicated he'd executed a Loan Application. The 11th Ward spent \$40,190 in masonry repair, \$37,700 on demolition, and the total costs of the work was approx. \$88K. Thompson agreed to provide copies of all invoices and other documents in his possession. Thompson indicated the 11th Ward had 2 lots with improvements and two vacant lots, although only the vacant lots were to be pledged as collateral for the loan. Thompson agreed to seek take out funding for the debt. Thompson provided email addresses as follows: pdt3536@gmail.com and pthompson@burkelaw.com.

**3/7/2018**

Telecon with Patrick Thompson beginning at 10:45am, with Dan Newell and John Holly present for the call. The primary purpose of the call was to discuss a discovered asset—11th Ward Democratic—but Thompson's personal debt was discussed to take advantage of the opportunity to so do. Thompson acknowledged borrowing \$110K in 2001, but said he'd never made any payments on the loan, nor

*Appendix G*

had he received statements of any kind. He indicated he'd attempted to close on the loan numerous times, but had been deferred by John Gembara—as recently as October 2017. He questioned the present balance of approx. \$269K, but became uncertain when advances of \$20K and \$89K were viewed up. He indicated he would review his records to determine whether he received funding, etc. Thompson agreed to provide any documentation he might have in his files relevant to the loan.

**3/16/2018**

Dan Newell and John Holly placed call to Alderman Thompson at 1:10pm. Left message with Bridgett asking that Dan be called back and referring to a recent email sent to Thompson. She asked which email address the message had been sent to, was provided the address, and said she would ensure the Alderman saw the email message.

**4/2/2108**

Email from Dan Newell to Patrick Thompson at his personal email address (pdt3536@gmail.com) relevant to his unsecured personal debt, primarily, but also inquired regarding the status of the 11th Ward debt. No response received.

**4/12/2018**

Mailed demand letter via regular and certified mail No. 7009-2820-0003-7873-6679—"Formal and Final Demand" with 10 business days to respond or face legal action, etc.



*Appendix G***4/17/2018**

Alderman Thompson called Dan Newell (J Holly on call, too) in response to receipt of demand letter. Said he didn't think 10 days was enough time to payoff the debt; that he'd been working with Royal Bank and his account officer had left the bank -working with new officer to resolve the debt. Thompson said he would get back with us on 4/18/2018 to update status of loan application. No offer to extend the 10-business day deadline was made. Thompson also called Brad Metzger after hours and left a voice mail message.

**4/18/2018**

Called at 2:45 pm for Alderman Thomson to follow up on a telecon that was scheduled for 2:30 pm today. Left msg with receptionist who assured that the msg would be transmitted to the Alderman, who was downtown for committee meetings today. Dan Newell followed up with a confirming email to the Alderman's personal email address.

**4/18/2018**

Patrick Thompson called Dan Newell—J Holly was on the call, too. Thompson has contacted Royal Bank, having talked with Judy Johnson, but elected to escalate the financing request to Judy's supervisor "Andy." Andy indicated the loan wouldn't be a problem and Thompson is getting the paperwork to Royal tomorrow. Royal already has the previous paperwork that was submitted in anticipation of the \$100K loan that the \$80K advance

*Appendix G*

emanated from. Royal may need to order appraisals, which may protract the process beyond the 10 business day window. Dan Newell ask Thompson to submit a letter to Royal that would allow Royal to talk with the FDIC relevant to the loan application, etc. He also told Thompson that he would need copies of the loan application and a commitment letter from Royal if the loan couldn't be processed within the 10-day period. Thompson said he would call again tomorrow, April 19.

**APPENDIX H — EXCERPTS OF TRANSCRIPT  
OF PROCEEDINGS, VOLUME 5, UNITED STATES  
DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF ILLINOIS, FEBRUARY 11, 2022**

[1147] IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Case No. 21 CR 279

UNITED STATES OF AMERICA,

*Plaintiff,*

-vs-

PATRICK D. THOMPSON,

*Defendant.*

February 11, 2022

**VOLUME 5  
TRANSCRIPT OF PROCEEDINGS—TRIAL**

\* \* \*

**GOVERNMENT ARGUMENT ON  
MOTION FOR ACQUITTAL**

*Appendix H*

[1153] GOVERNMENT'S RESPONSE BY  
MR. DANIEL

\* \* \*

[1157] Here, you have an individual who tells agents of the FDIC that I borrowed \$110,000. That, while literally true, is not the whole story because we know that he received \$219,000, and we know that he knew that interest was accruing. So *Swanquist* would govern because it's from this circuit and the facts are analogous

\* \* \*

[1176] WILLIAM MURRAY,  
DEFENDANT'S WITNESS, DULY SWORN,  
DIRECT EXAMINATION

BY MR. GAIR:

Q. Good morning. I'm Chris Gair. I'm the lawyer for the defense.

I think we have spoken on the phone, correct?

A. Yes.

Q. Okay. Mr. Murray, tell me where you live.

A. I live in Orange, Connecticut.

Q. And who do you work for?

*Appendix H*

A. Planet Home Lending.

Q. How long have you been with Planet Home Lending?

A. About five years.

Q. And do you work in a particular office for Planet Home Lending?

A. I work from home, remotely.

Q. And was that true even before the coronavirus?

[1177] A. No. I worked in the office at that point.

Q. Okay. And when you say the office, was the office basically a call center?

A. It was—had a couple floors. There was a call center as well as operations area.

Q. Okay. And how many call centers did Planet Home Lending have?

A. Three.

Q. And how many people—did you work in the call center?

A. I did.

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Q. Okay. And how many people worked with you in the call center where you worked?

A. Maybe 20 or 25.

Q. Okay. So there were 20 or 25 operators or customer service representatives taking or making calls; is that correct?

A. Customer service, maybe less.

Q. Okay. How many customer service would you say?

A. Possibly 12 or 15.

Q. And how were calls assigned to particular customer service reps?

A. That I'm unaware of.

Q. Okay. Well, how did you know when a call came in that you were to take the call?

A. I believe there was a beep. There was a beep in the—in [1178] the earphone.

Q. And the calls that you received as a call center representative, were they recorded?

A. Yes.

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Q. Okay. And was there a notification prior to you answering the call so that the client would know it was recorded?

A. I'm not sure.

Q. Okay. Now, would you tell us what your job responsibilities were in February of 2018 at the call center?

A. I was to take inbound calls, process payments, as well as make outbound welcome calls.

Q. Outbound what calls?

A. Welcome calls.

Q. Okay. And with respect to inbound calls, can you tell us what kind of calls you answered?

A. They were service calls for problem resolution or to take payments.

Q. Okay. And when you get an inbound call, what's your job?

A. To identify the client.

Q. I'm sorry?

A. To identify the client.

*Appendix H*

Q. Okay.

A. And then find out how you can help them.

MR. NETOLS: Judge, we can't hear him.

MR. GAIR: Yeah, if you could sit a little closer to [1179] the mic.

THE WITNESS: Okay.

THE COURT: Move a little closer to the microphone, that would be helpful. Thank you.

BY MR. GAIR:

Q. Okay. So you said basically, No. 1, to identify the client, right?

A. Correct.

Q. And, No. 2, to find out how you could help?

A. Correct.

Q. Okay. And if there's a question, do sometimes questions come up about loans?

A. Correct.

Q. Okay. And if there's a question, what's your job with respect to the question?



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A. To find a resolution.

Q. Okay. And if there is a dispute about a loan, what's your job?

A. To route it to the correct area to make sure the resolution can take place if I'm not able to handle it.

Q. Okay. So is it correct to say that your job is basically to find out what the client has to say and then escalate it if there's something that is a dispute?

A. Correct.

Q. You can't resolve a dispute over, for instance, a loan [1180] balance, correct?

A. Correct.

Q. Okay. Now, do you recall speaking with a gentleman by the name of Patrick Thompson on or about February 23rd of 2018?

A. Yes.

Q. Okay. And in preparation for your testimony today, did you meet with the government?

A. Yes.

Q. Okay. And did they play the phone call for you?

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A. Yes, they did.

Q. Okay. Now, am I right—

THE COURT: Thank you.

BY MR. GAIR:

Q. Am I right that Mr. Thompson asked for help figuring out what the balance of his loan was?

A. Yes.

MR. NETOLS: Objection, hearsay, Judge.

THE COURT: Overruled.

BY MR. GAIR:

Q. And what did you do with respect to that inquiry by Mr. Thompson?

MR. NETOLS: Objection. Judge, the call is the best evidence.

THE COURT: Anything you want to say to that?

MR. GAIR: Yeah, Judge, I'm—I'm asking what he [1181] did.

THE COURT: Got it.

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MR. NETOLS: Objection, relevance.

THE COURT: We'll start on the best evidence objection, overruled. Relevance, overruled.

You may answer.

BY MR. GAIR:

Q. What did you do after that inquiry by Mr. Thompson?

A. I created a task for further research.

Q. Okay. And you told him that on the call, right? I'll research—I'll have somebody research it?

A. Yes.

Q. Now, are you familiar with something called a consolidated notes log?

A. Yes.

Q. What is a consolidated notes log?

A. It should show the activity from other calls or other tasks previous to mine.

Q. And does it also sometimes show subsequent entries if there are subsequent events?

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A. Yes.

MR. GAIR: Okay. Your Honor, could I show to the witness and the Court Defense Exhibit 76 for purposes of identification.

Is that okay, Judge?

[1182] THE COURT: It is.

MR. GAIR: Okay.

BY MR. GAIR:

Q. Mr. Murray, do you see the title Consolidated Notes Log at the top of this document?

A. Yes.

Q. Okay. And a lot of it is redacted because it's not relevant to this case, but do you recognize—

MR. GAIR: If we scroll down, Carly, to the relevant entry.

BY MR. GAIR:

Q. Do you see that there's an entry made here with respect to Mr. Thompson's loan?

A. Yes.

*Appendix H*

Q. Okay.

MR. GAIR: Your Honor, move the admission of Defendant's Exhibit 76.

MR. NETOLS: Object to relevance. Sorry, Judge.

THE COURT: Overruled.

The exhibit will be admitted over the objection.

(Defendant's Exhibit No. 76 was received in evidence.)

MR. GAIR: So—I move to publish the exhibit, your Honor.

THE COURT: It may be published.

BY MR. GAIR:

[1183] Q. Mr. Murray, if you could look at the entry on Exhibit 76, what does TSK mean?

A. That refers to a task.

Q. Okay. So that's the task that you did, correct?

A. Yes.

Q. Okay. And did you make that entry yourself in the computer system?

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A. Yes.

Q. When did you make it?

A. I'm unaware. It could be right after the call.

Q. Would it be in short proximity to the call?

A. Yes.

Q. Okay. And then it says 022318. What's that?

A. The date.

Q. The date, okay.

And then it says CSM. What is that?

A. That would refer to my employee ID.

Q. Okay. And, you know, I forgot to ask you your full name. What's your full name, sir?

A. William Henry Murray.

Q. Okay. Now, then it says, "M1 is disputing the Princ balance." Tell me what M1 is?

A. That would be the primary mortgagor on the loan.

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Q. Okay. So this—you reflected Mr. Thompson as a mortgagor?

[1184] A. I did.

Q. He ended up telling you there was no mortgage, correct?

A. I don't recall.

Q. Okay. Now, it says, "M1," Mr. Thompson "is disputing the Princ balance." What is the princ balance?

A. The principal balance.

Q. Okay. And did he do that in that call?

A. I believe so.

Q. Okay. And then you say, "He believed that he borrowed \$110,000;" is that correct?

A. Yes.

Q. And that's what you put in your log shortly after the call, right?

A. Yes.

**APPENDIX I — EXCERPTS OF TRANSCRIPT OF  
PROCEEDINGS, VOLUME 6, UNITED STATES  
DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF ILLINOIS, FEBRUARY 14, 2022**

[1311] IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Case No. 21 CR 279

UNITED STATES OF AMERICA,

*Plaintiff,*

-vs-

PATRICK D. THOMPSON,

*Defendant.*

February 14, 2022

**VOLUME 6  
TRANSCRIPT OF PROCEEDINGS—TRIAL**

\* \* \*

**[1316] JURY CHARGE**

\* \* \*

[1323] Count One of the indictment charges the defendant with knowingly making a false statement to



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Planet Home Lending with the intent to influence the Federal Deposit Insurance Corporation or Planet Home Lending in collecting money. Specifically, it charges that the defendant falsely told Planet Home Lending that he only owed 100,000 or 110,000 to Washington Federal and that any higher amount was incorrect.

In order for you to find the defendant guilty of this charge, the government must prove each of the following elements beyond a reasonable doubt:

1, the defendant made the charged false statement to Planet Home Lending orally;

2, at the time the defendant made the statement, he knew it was false; and

3, the defendant made the statement with the intent to influence the action of the Federal Deposit Insurance Corporation or a financial institution in collecting money owed by defendant to the Federal Deposit Insurance Corporation.

If you find from your consideration of all the [1324] evidence that the government has proved each of these elements beyond a reasonable doubt as to the charge you are considering, then you should find the defendant guilty of that charge.

If you find from your consideration of all of the evidence that the government has failed to prove any of the elements beyond a reasonable doubt as to the charge

*Appendix I*

you are considering, then you should find the defendant not guilty of that charge.

\* \* \*

[1325] Count Two of the indictment charges defendant with knowingly making two false statements to the Federal Deposit Insurance Corporation for purposes of influencing the FDIC in its collection of money. The first false statement charged is the defendant stated that he only owed 110,000 to Washington Federal and that any higher amount was incorrect.

The second false statement charged is that defendant stated that the funds from Washington Federal were for home improvements. In order for you to find the defendant guilty of this charge, the government must prove each of the following elements beyond a reasonable doubt:

1, the defendant made a charged false statement to the Federal Deposit Insurance Corporation orally;

2, at the time the defendant made the statement, he knew it was false; and

3, the defendant made the statement with the intent to influence the action of the Federal Deposit Insurance Corporation in collecting money owed by defendant to the Federal Deposit Insurance Corporation.

If you find from your consideration of all the evidence that the government has proved each of the elements beyond a reasonable doubt as to the charge you are

*Appendix I*

considering, then you should find the defendant guilty of that charge.

[1326] If you find from your consideration of all the evidence that the government has failed to prove any of the elements beyond a reasonable doubt as to the charge that you are considering, then you should find the defendant not guilty of that charge.

Count Two charges defendant with making two false statements. The government is not required to prove that the defendant made both the false statements alleged in Count Two. However, the government is required to prove that the defendant made at least one of the false statements that is alleged in Count Two. To find that the government has proven this, you must agree unanimously on which particular false statement the defendant made, as well as all of the other elements of the crime charged.

With respect to Counts One and Two, knowingly making false statements for the purpose of influencing the Federal Deposit Insurance Corporation, FDIC, or Planet Home Lending in collecting money, if the defendant acted in good faith, then he lacked intent to influence the FDIC or Planet Home Lending required to prove those offenses. Defendant acted in good faith if at the time he honestly believed the truthfulness of the statement that the government has charged as being false.

A defendant does not have to prove his good faith. Rather, the government must prove beyond a reasonable doubt that the defendant acted knowingly and with the

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intent to [1327] influence the FDIC or Planet Home Lending in collecting money as charged in Counts One and Two.

It is not necessary for the government to prove that the false statements to the Federal Deposit Insurance Corporation or Planet Home Lending actually influenced the Federal Deposit Insurance Corporation or Planet Home Lending in collecting money owed by the defendant.

\* \* \*

**[1428] VERDICT**

THE COURT: Count One. We, the jury, find the defendant, Patrick D. Thompson: Guilty.

Count Two. We, the jury, find the defendant, Patrick D. Thompson: Guilty.

For the statements, both statements in the boxes are checked. “Defendant stated he only owed,” and “Defendant stated the funds” are both checked.

**APPENDIX J — AMENDED JUDGMENT OF THE  
UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ILLINOIS,  
FILED JULY 27, 2022**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

Case Number: 1:21-CR-00279(1)  
USM Number: 52701-509

UNITED STATES OF AMERICA

v.

PATRICK D. THOMPSON

Chris C. Gair Defendant's Attorney

**AMENDED JUDGMENT IN A CRIMINAL CASE**

**Date of Original Judgment: 07/12/2022  
(Or Date of Last Amended Judgment)**

**Reason for Amendment:**

- Correction of Sentence on Remand  
(18 U.S.C. 3742(f)(1) and (2))
- Reduction of Sentence for Changed Circumstances  
(Fed. R. Crim. P. 35(b))
- Correction of Sentence by Sentencing Court  
(Fed. R. Crim. P. 35(a))

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- Correction of Sentence for Clerical Mistake  
(Fed. R. Crim. P. 36)
- Modification of Supervision Conditions  
(18 U.S.C. §§ 3563(c) or 3583(e))
- Modification of Imposed Term of Imprisonment  
for Extraordinary and Compelling Reasons  
(18 U.S.C. § 3582(c)(1))
- Modification of Imposed Term of Imprisonment  
for Retroactive Amendment(s) to the Sentencing  
Guidelines (18 U.S.C. § 3582(c)(2))
- Direct Motion to District Court Pursuant  
 28 U.S.C. § 2255 or  18 U.S.C. § 3559(c)(7)
- Modification of Restitution Order  
(18 U.S.C. § 3664)

**THE DEFENDANT:**

- pleaded guilty to count(s)
- pleaded nolo contendere to count(s)  
which was accepted by the court.
- was found guilty on count(s) 1 through 7 of the  
Indictment after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

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<u>Title &amp; Section</u>	<u>Nature &amp; Offense</u>	<u>Offense Ended</u>	<u>Counts</u>
18 U.S.C. § 1014	Making False Statements to the Federal Deposit Insurance Corporation	10/15/2018	1 - 2
26 U.S.C. § 7206 (1), 26 U.S.c. § 7206	Filing False Individual Income Tax Returns	10/15/2018	3 - 7

The defendant is sentenced as provided in pages 2 through 8 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984. **Other than the amendment or modifications stated in this judgment, the judgment previously entered shall stand. (See attachments)**

- The defendant has been found not guilty on count(s)
- Count(s) <<dismissed\_counts>> dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and

*Appendix J*

United States attorney of material changes in economic circumstances.

July 27, 2022  
Date of Imposition of Judgment

/s/ Franklin U. Valderrama  
Signature of Judge  
Franklin U. Valderrama,  
United States District Judge

Name and Title of Judge

July 27, 2022  
Date

- (10) (intermittent confinement): you shall remain in the custody of the Bureau of Prisons during nights, weekends, or other intervals of time, totaling \_\_\_ [no more than the lesser of one year or the term of imprisonment authorized for the offense], during the first year of the term of supervised release (provided, however, that a condition set forth in § 3563(b)(10) shall be imposed only for a violation of a condition of supervised release in accordance with § 3583(e)(2) and only when facilities are available) for the following period \_\_\_ .
- (11) (community confinement): you shall reside at, or participate in the program of a community corrections facility (including a facility maintained



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or under contract to the Bureau of Prisons) for all or part of the term of supervised release, for a period of \_\_\_ months.

- (12) you shall work in community service for \_\_\_ hours as directed by a probation officer.
- (13) you shall reside in the following place or area: \_\_\_\_, or refrain from residing in a specified place or area: \_\_\_\_ .
- (14) The Defendant can travel within the continental United States. He shall notify the probation office within 48 hours before such travel via email.
- (15) you shall report to the probation office in the federal judicial district to which you are released within 72 hours of your release from imprisonment. You shall thereafter report to a probation officer at reasonable times as directed by the court or a probation officer.
- (16)  you shall permit a probation officer to visit you
  - at any reasonable time or  as specified: \_\_\_\_,
  - at home \* at work  at school  at a community service location  other reasonable location specified by a probation officer
- (17) you shall notify a probation officer within 72 hours, after becoming aware of any change in residence, employer, or workplace and, absent constitutional or other legal privilege, answer

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inquiries by a probation officer. You shall answer truthfully any inquiries by a probation officer, subject to any constitutional or other legal privilege.

- (18) you shall notify a probation officer within 72 hours if after being arrested, charged with a crime, or questioned by a law enforcement officer.
  
- (19) (home confinement)
  - (a)(i) (home incarceration) for a period of \_\_\_ months, you are restricted to your residence at all times except for medical necessities and court appearances or other activities specifically approved by the court.
  
  - (a)(ii) (home detention) for a period of \_\_\_ months, you are restricted to your residence at all times except for employment; education; religious services; medical, substance abuse, or mental health treatment; attorney visits; court appearances; court-ordered obligations; or other activities pre-approved by the probation officer.
  
  - (a)(iii) (curfew) for a period of \_\_\_ months, you are restricted to your residence every day.
  
  - from the times directed by the probation officer; or  from \_\_\_ to \_\_\_ .

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- (b) your compliance with this condition, as well as other court-imposed conditions of supervision, shall be monitored by a form of location monitoring technology selected at the discretion of the probation officer, and you shall abide \_\_\_ by all technology requirements.
- (c) you shall pay all or part of the cost of the location monitoring, at the daily contractual rate, if you are financially able to do so.
- (20) you shall comply with the terms of any court order or order of an administrative process pursuant to the law of a State, the District of Columbia, or any other possession or territory of the United States, requiring payments by you for the support and maintenance of a child or of a child and the parent with whom the child is living.
- (21) (deportation): you shall be surrendered to a duly authorized official of the Homeland Security Department for a determination on the issue of deportability by the appropriate authority in accordance with the laws under the Immigration and Nationality Act and the established implementing regulations. If ordered deported, you shall not remain in or enter the United States without obtaining, in advance, the express written consent of the United States Attorney General or the United States Secretary of the Department of Homeland Security.

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- (22) you shall satisfy such other special conditions as ordered below.
- (10) you shall pay to the Clerk of the Court any financial obligation ordered herein that remains unpaid at the commencement of the term of supervised release, at a rate of not less than 10% of the total of your gross earnings federal and state income tax withholdings.
- (11) you shall not enter into any agreement to act as an informer or special agent of a law enforcement agency without the prior permission of the court.
- (12) you shall pay to the Clerk of the Court \$ \_\_\_ as repayment to the United States of government funds you received during the investigation of this offense. (The Clerk of the Court shall remit the funds to \_\_\_ (list both Agency and Address.)
- (13) if the probation officer determines that you pose a risk to another person (including an organization or members of the community), the probation officer may require you to tell the person about the risk, and you must comply with that instruction. Such notification could include advising the person about your record of at Tests and convictions and substance use. The probation officer may contact the person and confirm that you have told the person about the risk.
- (14) You shall observe one Reentry Court session, as instructed by your probation officer.

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- (15) Other: The defendant shall repay \$8,395 to the Internal Revenue Service at MS 6261 Restitution 333 West Pershing Road, Kansas City, MO 64108, which is owed to Internal Revenue Service as a condition of supervised release.

**CRIMINAL MONETARY PENALTIES**

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assess- ment</u>	<u>Restitu- tion</u>	<u>Fine</u>	<u>AVAA Assess- ment*</u>	<u>JVTA Assess- ment**</u>
<b>TOTALS</b>	\$ 700.00	*\$50,120.58	\$00	\$00	\$00

- The determination of restitution is deferred until \_\_\_\_ .  
*An Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

- \* The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

\$50,120.58 to the Federal Deposit Insurance at  
PO Box 971774 Dallas TX, 75397-1774

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

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See attached pages

Restitution amount ordered pursuant to plea agreement \$ \_\_\_\_\_

The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

The court determined that the defendant does not have the ability to pay interest and it is ordered that:

\* the interest requirement is waived for the \$50,120.58 restitution amount.

the interest requirement for the \_\_\_ is modified as follows:

\* Amy, Vicky, and Andy Child Pornography Victim Assistance Act of 2018, Pub. L. No. 115-299.

\*\* Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.

\*\*\* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

*Appendix J***SCHEDULE OF PAYMENTS**

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A** \* Lump sum payment of \$51,645.68 due immediately.
- balance due not later than \_\_\_\_\_, or  
 balance due in accordance with  C,  D,  
 E, or  F below, or
- B**  Payment to begin immediately (may be combined with  C,  D, or  F below); or
- C**  Payment in equal \_\_\_\_\_ (*e.g., weekly, monthly, quarterly*) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (*e.g., months or years*), to commence \_\_\_\_\_ (*e.g., 30 or 60 days*) after the date of this judgment; or
- D**  Payment in equal \_\_\_\_\_ (*e.g., weekly, monthly, quarterly*) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (*e.g., months or years*), to commence \_\_\_\_\_ (*e.g., 30 or 60 days*) after release from imprisonment to a term of supervision; or
- E**  Payment during the term of supervised release will commence within 60 (*e.g., 30 or 60 days*) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

*Appendix J*

F \* Special instructions regarding the payment of criminal monetary penalties:

you shall pay to the Clerk of the Court any financial obligation ordered herein that remains unpaid at the commencement of the term of supervised release, at a rate of not less than 10% of the total of your gross earnings minus federal and state income tax withholdings.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

Joint and Several



*Appendix J*

**Case Number  
Defendant and Co-Defendant Names  
(including defendant number)**

<b>Total Amount</b>	<b>Joint and Several Amount</b>	<b>Corresponding Payee, if Appropriate</b>
---------------------	---	--

\*\*See above for Defendant and Co-Defendant Names and Case Numbers (*including defendant number*), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.\*\*

The defendant shall pay the cost of prosecution.

\$ 1,525.10

The defendant shall pay the following court cost(s):

The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) AVAA assessment, (5) fine principal, (6) fine interest, (7) community restitution, (8) JVTA assessment,

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(9) penalties, and (10) costs, including cost of prosecution and court costs.

Last Name	First Name	Address	City	State	Zip Code
		FDIC as Receiver for Washington Federal Bank for Savings	PO Box 971774	Dallas	TX 75397- 1774
	Amount	Loss		Address 2	
	50,120.58	Description			
	IRS-RACS	Attn: Mail Stop 6261, Restitution	Kansas City	MO	64108
	Amount	Loss		Address 2	
	8,395.00	Description		333 W. Pershing Ave.	

*Appendix J*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

Case Number: 1:21-CR-00279(1)  
USM Number: 52701-509

UNITED STATES OF AMERICA

v.

PATRICK D. THOMPSON

Chris C. Gair Defendant's Attorney

**AMENDED JUDGMENT IN A CRIMINAL CASE**

**Date of Original Judgment: 07/06/2022**  
**(Or Date of Last Amended Judgment)**

**Reason for Amendment:**

- Correction of Sentence on Remand  
(18 U.S.C. 3742(f)(1) and (2))
- Reduction of Sentence for Changed Circumstances  
(Fed. R. Crim. P. 35(b))
- Correction of Sentence by Sentencing Court  
(Fed. R. Crim. P. 35(a))
- Correction of Sentence for Clerical Mistake  
(Fed. R. Crim. P. 36)
- Modification of Supervision Conditions  
(18 U.S.C. §§ 3563(c) or 3583(e))

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- Modification of Imposed Term of Imprisonment for Extraordinary and Compelling Reasons (18 U.S.C. § 3582(c)(1))
- Modification of Imposed Term of Imprisonment for Retroactive Amendment(s) to the Sentencing Guidelines (18 U.S.C. § 3582(c)(2))
- Direct Motion to District Court Pursuant  
 28 U.S.C. § 2255 or  18 U.S.C. § 3559(e)(7)
- Modification of Restitution Order (18 U.S.C. § 3664)

**THE DEFENDANT:**

- pleaded guilty to count(s)
- pleaded nolo contendere to count(s) which was accepted by the court.
- was found guilty on count(s) 1 through 7 of the Indictment after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

<u>Title &amp; Section</u>	<u>Nature &amp; Offense</u>	<u>Offense Ended</u>	<u>Counts</u>
18 U.S.C. § 1014	Making False Statements to the Federal Deposit Insurance Corporation	10/15/2018	1 - 2

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26 U.S.C. Filing False 10/15/2018 3 - 7  
 § 7206 (1), Individual Income  
 26 U.S.c. Tax Returns  
 § 7206

The defendant is sentenced as provided in pages 2 through 8 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984. **Other than the amendment or modifications stated in this judgment, the judgment previously entered shall stand. (See attachments)**

- The defendant has been found not guilty on count(s)
- Count(s) <<dismissed\_counts>> dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

July 12, 2022

\_\_\_\_\_  
Date of Imposition of Judgment

/s/ Franklin U. Valderrama

\_\_\_\_\_  
Signature of Judge

Franklin U. Valderrama,  
United States District Judge

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Name and Title of Judge

7-12-22  
Date**IMPRISONMENT**

The defendant is hereby committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of: 4 months as to counts 1 through 7 to run concurrently.

- \* The court makes the following recommendations to the Bureau of Prisons: Defendant shall be housed at FPC Oxford in Wisconsin or at FPC Terre Haute, in Indiana. (FPC - Federal Prison Camp)
- The defendant is remanded to the custody of the United States Marshal.
- The defendant shall surrender to the United States Marshal for this district:
  - at \_\_\_\_\_ on \_\_\_\_\_
  - as notified by the United States Marshal.
- The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:
  - before 2 pm on 8/22/2022

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as notified by the United States Marshal.

as notified by the Probation or Pretrial Services Office.

**RETURN**

I have executed this judgment as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Defendant delivered on \_\_\_\_\_ to  
\_\_\_\_\_ at \_\_\_\_\_, with a  
certified copy of this judgment.

\_\_\_\_\_  
UNITED STATES MARSHAL

By \_\_\_\_\_  
DEPUTY UNITED STATES MARSHAL

**MANDATORY CONDITIONS OF SUPERVISED  
RELEASE PURSUANT TO 18 U.S.C § 3583(d)**

Upon release from imprisonment, you shall be on supervised release for a term of:  
twelve (12) months terms to run concurrently as to counts 1 through 7.

The court imposes those conditions identified by checkmarks below:

*Appendix J***During the period of supervised release:**

- (1) you shall not commit another Federal, State or local crime.
- (2) you shall not unlawfully possess a controlled substance.
- (3) you shall attend a public, private, or private nonprofit offender rehabilitation program that has been approved by the court, if an approved program is readily available within a 50-mile radius of your legal residence. [Use for a first conviction of a domestic violence crime, as defined in § 3561(b).]
- (4) you shall register and comply with all requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16913).
- (5) you shall cooperate in the collection of a DNA sample if the collection of such a sample is required by law.
- (6) you shall refrain from any unlawful use of a controlled substance AND submit to one drug test within 15 days of release on supervised release and at least two periodic tests thereafter, up to 104 periodic tests for use of a controlled substance during each year of supervised release. [This mandatory condition may be ameliorated or suspended by the court for any defendant if reliable sentencing information indicates a low risk of future substance abuse by the defendant.]



*Appendix J***DISCRETIONARY CONDITIONS OF SUPERVISED  
RELEASE PURSUANT TO 18 U.S.C § 3563(b)  
AND 18 U.S.C § 3583(d)**

**Discretionary Conditions**—The court orders that you abide by the following conditions during the term of supervised release because such conditions are reasonably related to the factors set forth in § 3553(a)(1) and (a)(2)(B), and (D); such conditions involve only such deprivations of liberty or property as are reasonably necessary for the purposes indicated in § 3553(a)(2)(B), (C), and (D); and such conditions are consistent with any pertinent policy statement issued by the Sentencing Commission pursuant to 28 U.S.C. 994a.

The court imposes those conditions identified by checkmarks below:

**During the period of supervised release:**

- (1) you shall provide financial support to any dependents if you are financially able to do so.
- (2) you shall make restitution to a victim of the offense under § 3556 (but not subject to the limitation of § 3663(a) or § 3663A(c)(1)(A)).
- (3) you shall give to the victims of the offense notice pursuant to the provisions of § 3555, as follows:
- (4) you shall seek, and work conscientiously at, lawful employment or, if you are not gainfully employed,

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you shall pursue conscientiously a course of study or vocational training that will equip you for employment.

- (5) you shall refrain from engaging in the following occupation, business, or profession bearing a reasonably direct relationship to the conduct constituting the offense, or engage in the following specified occupation, business, or profession only to a stated degree or under stated circumstances; (if checked yes, please indicate restriction(s)).
- (6) you shall not knowingly meet or communicate with any person whom you know to be engaged, or planning to be engaged, in criminal activity and shall not:
  - visit the following type of places:
  - knowingly meet or communicate with the following persons:
- (7) you shall refrain from  any or  excessive use of alcohol (defined as  having a blood alcohol concentration greater than 0.08; or  \_\_\_), and from any use of a narcotic drug or other controlled substance, as defined in § 102 of the Controlled Substances Act (21 U.S.C. § 802), without a prescription by a licensed medical practitioner.
- (8) you shall not possess a firearm, destructive device, or other dangerous weapon.

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- (9)  you shall participate, at the direction of a probation officer, in a substance abuse treatment program, which may include urine testing up to a maximum of 104 tests per year.
  - you shall participate, at the direction of a probation officer, in a mental health treatment program, and shall take any medications prescribed by the mental health treatment provider.
  - you shall participate, at the direction of a probation officer, in medical care; (if checked yes, please specify:
  
- (10) (intermittent confinement): you shall remain in the custody of the Bureau of Prisons during nights, weekends, or other intervals of time, totaling \_\_\_ [no more than the lesser of one year or the term of imprisonment authorized for the offense], during the first year of the term of supervised release (provided, however, that a condition set forth in § 3563(b)(10) shall be imposed only for a violation of a condition of supervised release in accordance with § 3583(e)(2) and only when facilities are available) for the following period \_\_\_ .
  
- (11) (community confinement): you shall reside at, or participate in the program of a community corrections facility (including a facility maintained or under contract to the Bureau of Prisons) for all or part of the term of supervised release, for a period of \_\_\_ months.

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- (12) you shall work in community service for \_\_\_ hours as directed by a probation officer.
- (13) you shall reside in the following place or area: \_\_\_\_, or refrain from residing in a specified place or area: \_\_\_\_.
- (14) The Defendant can travel within the continental United States. He shall notify the probation office within 48 hours before such travel via email.
- (15) you shall report to the probation office in the federal judicial district to which you are released within 72 hours of your release from imprisonment. You shall thereafter report to a probation officer at reasonable times as directed by the court or a probation officer.
- (16)  you shall permit a probation officer to visit you  
 at any reasonable time or  as specified: \_\_\_\_,  
 at home  at work  at school  
 at a community service location  
 other reasonable location specified by a probation officer
- you shall permit confiscation of any contraband observed in plain view of the probation officer.
- (17) you shall notify a probation officer within 72 hours, after becoming aware of any change in residence, employer, or workplace and, absent constitutional or other legal privilege, answer inquiries by a probation officer. You shall answer truthfully any inquiries by a probation officer, subject to any constitutional or other legal privilege.

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- (18) you shall notify a probation officer within 72 hours if after being arrested, charged with a crime, or questioned by a law enforcement officer.
- (19) (home confinement)
- (a)(i) (home incarceration) for a period of \_\_\_ months, you are restricted to your residence at all times except for medical necessities and court appearances or other activities specifically approved by the court.
  - (a)(ii) (home detention) for a period of \_\_\_ months, you are restricted to your residence at all times except for
    - employment; education; religious services; medical, substance abuse, or mental health treatment; attorney visits; court appearances; court-ordered obligations; or other activities pre-approved by the probation officer.
  - (a)(iii) (curfew) for a period of \_\_\_ months, you are restricted to your residence every day.
  - from the times directed by the probation officer; or  from \_\_\_ to \_\_\_.
  - (b) your compliance with this condition, as well as other court-imposed conditions of supervision, shall be monitored by a form of location monitoring technology selected at the discretion of the probation officer, and you shall abide by all technology requirements.

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- (c) you shall pay all or part of the cost of the location monitoring, at the daily contractual rate, if you are financially
- (20) you shall comply with the terms of any court order or order of an administrative process pursuant to the law of a State, the District of Columbia, or any other possession or territory of the United States, requiring payments by you for the support and maintenance of a child or of a child and the parent with whom the child is living.
- (21) (deportation): you shall be surrendered to a duly authorized official of the Homeland Security Department for a determination on the issue of deportability by the appropriate authority in accordance with the laws under the Immigration and Nationality Act and the established implementing regulations. If ordered deported, you shall not remain in or enter the United States without obtaining, in advance, the express written consent of the United States Attorney General or the United States Secretary of the Department of Homeland Security.
- (22) you shall satisfy such other special conditions as ordered below.
- (23) You shall submit your person, property, house, residence, vehicle, papers [computers (as defined in 18 U.S.C. 1030(e)(1)), other electronic communications or data storage devices or media,] or office, to a

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search conducted by a United States Probation Officer(s). Failure to submit to a search may be grounds for revocation of release. You shall warn any other occupants that the premises may be subject to searches pursuant to this condition. An officer(s) may conduct a search pursuant to this condition only when reasonable suspicion exists that you have violated a condition of your supervision and that the areas to be searched contain evidence of this violation. Any search must be conducted at a reasonable time and in a reasonable manner.

(24) Other:

**SPECIAL CONDITIONS OF SUPERVISED  
RELEASE PURSUANT TO  
18 U.S.C. 3563(b)(22) and 3583(d)**

The court imposes those conditions identified by checkmarks below:

**During the term of supervised release:**

- (1) If you have not obtained a high school diploma or equivalent, you shall participate in a General Educational Development (GED) preparation course and seek to obtain a GED within the first year of supervision.
- (2) you shall participate in an approved job skill-training program at the direction of a probation officer within the first 60 days of placement on supervision.

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- (3) you shall, if unemployed after the first 60 days of supervision, or if unemployed for 60 days after termination or lay-off from employment, perform at least 20 hours of community service per week at the direction of the probation office until gainfully employed. The total amount of community service required over your term of service shall not exceed 400 hours.
- (4) you shall not maintain employment where you have access to other individual's personal information, including, but not limited to, Social Security numbers and credit card numbers (or money) unless approved by a probation officer.
- (5) you shall not incur new credit charges or open additional lines of credit without the approval of a probation officer unless you are in compliance with the financial obligations imposed by this judgment.
- (6) you shall provide a probation officer with access to any requested financial information requested by the probation officer to monitor compliance with conditions of supervised release.
- (7) within 72 hours of any significant change in your economic circumstances that might affect your ability to pay restitution, fines, or special assessments, you must notify the probation officer of the change.
- (8) you shall file accurate income tax returns and pay all taxes, interest, and penalties as required by law.



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- (9) you shall participate in a sex offender treatment program. The specific program and provider will be determined by a probation officer. You shall comply with all recommended treatment which may include psychological and physiological testing. You shall maintain use of all prescribed medications.
  
- You shall comply with the requirements of the Computer and Internet Monitoring Program as administered by the United States Probation Office. You shall consent to the installation of computer monitoring software on all identified computers to which you have access and to which the probation officer has legitimate access by right or consent. The software may restrict and/or record any and all activity on the computer, including the capture of keystrokes, application information, Internet use history, email correspondence, and chat conversations. A notice will be placed on the computer at the time of installation to warn others of the existence of the monitoring software. You shall not remove, tamper with, reverse engineer, or in any way circumvent the software.
  
- The cost of the monitoring shall be paid by you at the monthly contractual rate, if you are financially able, subject to satisfaction of other financial obligations imposed by this judgment.
  
- You shall not possess or use at any location (including your place of employment), any

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computer, external storage device, or any device with access to the Internet or any online computer service without the prior approval of a probation officer. This includes any Internet service provider, bulletin board system, or any other public or private network or email system

- You shall not possess any device that could be used for covert photography without the prior approval of a probation officer.
- You shall not view or possess child pornography. If the treatment provider determines that exposure to other sexually stimulating material may be detrimental to the treatment process, or that additional conditions are likely to assist the treatment process, such proposed conditions shall be promptly presented to the court, for a determination, pursuant to 18 U.S.C. § 3583(e)(2), regarding whether to enlarge or otherwise modify the conditions of supervision to include conditions consistent with the recommendations of the treatment provider.
- You shall not, without the approval of a probation officer and treatment provider, engage in activities that will put you in unsupervised private contact with any person under the age of 18, and you shall not knowingly visit locations where persons under the age of 18 regularly congregate, including parks, schools, school

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bus stops, playgrounds, and childcare facilities. This condition does not apply to contact in the course of normal commercial business or unintentional incidental contact

- This condition does not apply to your family members: [Names]
- Your employment shall be restricted to the judicial district and division where you reside or are supervised, unless approval is granted by a probation officer. Prior to accepting any form of employment, you shall seek the approval of a probation officer, in order to allow the probation officer the opportunity to assess the level of risk to the community you will pose if employed in a particular capacity. You shall not participate in any volunteer activity that may cause you to come into direct contact with children except under circumstances approved in advance by a probation officer and treatment provider.
- You shall provide the probation officer with copies of your telephone bills, all credit card statements/receipts, and any other financial information requested.
- You shall comply with all state and local laws pertaining to convicted sex offenders, including such laws that impose restrictions beyond those set forth in this order.

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- (10) you shall pay to the Clerk of the Court any financial obligation ordered herein that remains unpaid at the commencement of the term of supervised release, at a rate of not less than 10% of the total of your gross earnings minus federal and state income tax withholdings.
- (11) you shall not enter into any agreement to act as an informer or special agent of a law enforcement agency without the prior permission of the court.
- (12) you shall pay to the Clerk of the Court \$\_\_\_ as repayment to the United States of government funds you received during the investigation of this offense. (The Clerk of the Court shall remit the funds to \_\_\_ (list both Agency and Address.)
- (13) if the probation officer determines that you pose a risk to another person (including an organization or members of the community), the probation officer may require you to tell the person about the risk, and you must comply with that instruction. Such notification could include advising the person about your record of arrests and convictions and substance use. The probation officer may contact the person and confirm that you have told the person about the risk.
- (14) You shall observe one Reentry Court session, as instructed by your probation officer.
- (15) Other: \_\_\_

*Appendix J***CRIMINAL MONETARY PENALTIES**

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assess- ment</u>	<u>Restitu- tion</u>	<u>Fine</u>	<u>AVAA Assess- ment*</u>	<u>JVTA Assess- ment**</u>
<b>TOTALS</b>	\$ 700.00	\$58,515.58	\$ .00	\$ .00	\$ .00

- The determination of restitution is deferred until \_\_\_\_\_.  
An *Amended Judgment in a Criminal Case (AO 245C)*  
will be entered after such determination.
- The defendant must make restitution (including  
community restitution) to the following payees in the  
amount listed below.

\$50,120.58 to the Federal Deposit Insurance at  
PO Box 971774 Dallas TX, 75397-1774  
\$8,395 to the Internal Revenue Service at MS 6261  
Restitution 333 West Pershing Road, Kansas City,  
MO 64108

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

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See attached pages

- Restitution amount ordered pursuant to plea agreement \$ \_\_\_\_\_
  
- The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).
  
- The court determined that the defendant does not have the ability to pay interest and it is ordered that:
  - the interest requirement is waived for the \$58,515.58 restitution amount.
  
  - the interest requirement for the \_\_\_ is modified as follows:

\* Amy, Vicky, and Andy Child Pornography Victim Assistance Act of 2018, Pub. L. No. 115-299.

\*\* Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.

\*\*\* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

*Appendix J***SCHEDULE OF PAYMENTS**

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A**  Lump sum payment of \$60,740.68 due immediately.
- balance due not later than \_\_\_\_\_, or  
 balance due in accordance with  C,  D,  
 E, or  F below, or
- B**  Payment to begin immediately (may be combined with  C,  D, or  F below); or
- C**  Payment in equal \_\_\_\_\_ (*e.g., weekly, monthly, quarterly*) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (*e.g., months or years*), to commence \_\_\_\_\_ (*e.g., 30 or 60 days*) after the date of this judgment; or
- D**  Payment in equal \_\_\_\_\_ (*e.g., weekly, monthly, quarterly*) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (*e.g., months or years*), to commence \_\_\_\_\_ (*e.g., 30 or 60 days*) after release from imprisonment to a term of supervision; or
- E**  Payment during the term of supervised release will commence within 60 (*e.g., 30 or 60 days*) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

*Appendix J*

- F  Special instructions regarding the payment of criminal monetary penalties:

The \$8,395 payment to the Internal Revenue Service must be made in full during the period of supervised release.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

- Joint and Several

**Case Number**  
**Defendant and Co-Defendant Names**  
**(including defendant number)**

<b>Total Amount</b>	<b>Joint and Several Amount</b>	<b>Corresponding Payee, if Appropriate</b>
---------------------	---	--

\*\*See above for Defendant and Co-Defendant Names and Case Numbers (*including defendant number*), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.\*\*



*Appendix J*

- The defendant shall pay the cost of prosecution.  
\$ 1,525.10
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) AVAA assessment, (5) fine principal, (6) fine interest, (7) community restitution, (8) JVTAs assessment, (9) penalties, and (10) costs, including cost of prosecution and court costs.

Last Name	First Name	Address	City	State	Zip Code
FDIC as Receiver for Washington Federal Bank for Savings		PO Box 971774	Dallas	TX	75397- 1774
Amount 50,120.58		Loss Description		Address 2	
IRS-RACS		Attn: Mail Stop 6261, Restitution	Kansas City	MO	64108
Amount 8,395.00		Loss Description		Address 2 333 W. Pershing Ave.	

*Appendix J*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

Case Number: 1:21-CR-00279(1)  
USM Number: 52701-509

UNITED STATES OF AMERICA

v.

PATRICK D. THOMPSON

Chris C. Gair Defendant's Attorney

**JUDGMENT IN A CRIMINAL CASE**

**THE DEFENDANT:**

- pleaded guilty to count(s)
- pleaded nolo contendere to count(s)  
which was accepted by the court.
- was found guilty on count(s) 1 through 7 of the  
Indictment after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

<u>Title &amp; Section</u>	<u>Nature &amp; Offense</u>	<u>Offense Ended</u>	<u>Counts</u>
18 U.S.C. § 1014	Making False Statements to the Federal Deposit Insurance Corporation	10/15/2018	1 - 2

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26 U.S.C. Filing False 10/15/2018 3 - 7  
 § 7206 (1), Individual Income  
 26 U.S.c. Tax Returns  
 § 7206

The defendant is sentenced as provided in pages 2 through 8 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- The defendant has been found not guilty on count(s)
- Count(s) dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

July 6, 2022

Date of Imposition of Judgment

/s/ Franklin U. Valderrama

Signature of Judge

Franklin U. Valderrama,  
 United States District Judge

Name and Title of Judge

July 11, 2022

Date

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**IMPRISONMENT**

The defendant is hereby committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of: 4 months as to counts 1 through 7 to run concurrently.

- The court makes the following recommendations to the Bureau of Prisons: Defendant shall be housed at FCI Oxford in Wisconsin or at FCI Terre Haute, in Indiana.
- The defendant is remanded to the custody of the United States Marshal.
- The defendant shall surrender to the United States Marshal for this district:
  - at \_\_\_\_\_ on \_\_\_\_\_
  - as notified by the United States Marshal.
- The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:
  - before 2:00 pm on 8/22/2022.
  - as notified by the United States Marshal.
  - as notified by the Probation or Pretrial Services Office.

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**RETURN**

I have executed this judgment as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Defendant delivered on \_\_\_\_\_ to  
\_\_\_\_\_ at \_\_\_\_\_, with a  
certified copy of this judgment.

\_\_\_\_\_  
UNITED STATES MARSHAL

By \_\_\_\_\_  
DEPUTY UNITED STATES MARSHAL

**MANDATORY CONDITIONS OF SUPERVISED  
RELEASE PURSUANT TO 18 U.S.C § 3583(d)**

Upon release from imprisonment, you shall be on supervised release for a term of:  
twelve (12) months terms to run concurrently as to counts 1 through 7.

The court imposes those conditions identified by checkmarks below:

**During the period of supervised release:**

- (1) you shall not commit another Federal, State or local crime.

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- (2) you shall not unlawfully possess a controlled substance.
- (3) you shall attend a public, private, or private nonprofit offender rehabilitation program that has been approved by the court, if an approved program is readily available within a 50-mile radius of your legal residence. [Use for a first conviction of a domestic violence crime, as defined in § 3561(b).]
- (4) you shall register and comply with all requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16913).
- (5) you shall cooperate in the collection of a DNA sample if the collection of such a sample is required by law.
- (6) you shall refrain from any unlawful use of a controlled substance AND submit to one drug test within 15 days of release on supervised release and at least two periodic tests thereafter, up to 104 periodic tests for use of a controlled substance during each year of supervised release. [This mandatory condition may be ameliorated or suspended by the court for any defendant if reliable sentencing information indicates a low risk of future substance abuse by the defendant.]

*Appendix J***DISCRETIONARY CONDITIONS OF SUPERVISED  
RELEASE PURSUANT TO 18 U.S.C § 3563(b)  
AND 18 U.S.C § 3583(d)**

**Discretionary Conditions**—The court orders that you abide by the following conditions during the term of supervised release because such conditions are reasonably related to the factors set forth in § 3553(a)(1) and (a)(2)(B), and (D); such conditions involve only such deprivations of liberty or property as are reasonably necessary for the purposes indicated in § 3553(a)(2)(B), (C), and (D); and such conditions are consistent with any pertinent policy statement issued by the Sentencing Commission pursuant to 28 U.S.C. 994a.

The court imposes those conditions identified by checkmarks below:

**During the period of supervised release:**

- (1) you shall provide financial support to any dependents if you are financially able to do so.
- (2) you shall make restitution to a victim of the offense under § 3556 (but not subject to the limitation of § 3663(a) or § 3663A(c)(1)(A)).
- (3) you shall give to the victims of the offense notice pursuant to the provisions of § 3555, as follows:
- (4) you shall seek, and work conscientiously at, lawful employment or, if you are not gainfully employed,

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you shall pursue conscientiously a course of study or vocational training that will equip you for employment.

- (5) you shall refrain from engaging in the following occupation, business, or profession bearing a reasonably direct relationship to the conduct constituting the offense, or engage in the following specified occupation, business, or profession only to a stated degree or under stated circumstances; (if checked yes, please indicate restriction(s)).
- (6) you shall not knowingly meet or communicate with any person whom you know to be engaged, or planning to be engaged, in criminal activity and shall not:
  - visit the following type of places:
  - knowingly meet or communicate with the following persons:
- (7) you shall refrain from  any or  excessive use of alcohol (defined as  having a blood alcohol concentration greater than 0.08; or  \_\_\_), and from any use of a narcotic drug or other controlled substance, as defined in § 102 of the Controlled Substances Act (21 U.S.C. § 802), without a prescription by a licensed medical practitioner.
- (8) you shall not possess a firearm, destructive device, or other dangerous weapon.



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- (9)  you shall participate, at the direction of a probation officer, in a substance abuse treatment program, which may include urine testing up to a maximum of 104 tests per year.
  - you shall participate, at the direction of a probation officer, in a mental health treatment program, and shall take any medications prescribed by the mental health treatment provider.
  - you shall participate, at the direction of a probation officer, in medical care; (if checked yes, please specify:
  
- (10) (intermittent confinement): you shall remain in the custody of the Bureau of Prisons during nights, weekends, or other intervals of time, totaling \_\_\_ [no more than the lesser of one year or the term of imprisonment authorized for the offense], during the first year of the term of supervised release (provided, however, that a condition set forth in § 3563(b)(10) shall be imposed only for a violation of a condition of supervised release in accordance with § 3583(e)(2) and only when facilities are available) for the following period \_\_\_ .
  
- (11) (community confinement): you shall reside at, or participate in the program of a community corrections facility (including a facility maintained or under contract to the Bureau of Prisons) for all or part of the term of supervised release, for a period of \_\_\_ months.

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- (12) you shall work in community service for \_\_\_ hours as directed by a probation officer.
- (13) you shall reside in the following place or area: \_\_\_\_, or refrain from residing in a specified place or area: \_\_\_\_.
- (14) The Defendant can travel within the continental United States. He shall notify the probation office within 48 hours before such travel via email.
- (15) you shall report to the probation office in the federal judicial district to which you are released within 72 hours of your release from imprisonment. You shall thereafter report to a probation officer at reasonable times as directed by the court or a probation officer.
- (16)  you shall permit a probation officer to visit you  
 at any reasonable time or  as specified: \_\_\_\_,  
 at home  at work  at school  
 at a community service location  
 other reasonable location specified by a probation officer
- you shall permit confiscation of any contraband observed in plain view of the probation officer.
- (17) you shall notify a probation officer within 72 hours, after becoming aware of any change in residence, employer, or workplace and, absent constitutional or other legal privilege, answer inquiries by a probation officer. You shall answer truthfully any inquiries by a probation officer, subject to any constitutional or other legal privilege.

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- (18) you shall notify a probation officer within 72 hours if after being arrested, charged with a crime, or questioned by a law enforcement officer.
- (19) (home confinement)
- (a)(i) (home incarceration) for a period of \_\_\_ months, you are restricted to your residence at all times except for medical necessities and court appearances or other activities specifically approved by the court.
  - (a)(ii) (home detention) for a period of \_\_\_ months, you are restricted to your residence at all times except for
    - employment; education; religious services; medical, substance abuse, or mental health treatment; attorney visits; court appearances; court-ordered obligations; or other activities pre-approved by the probation officer.
  - (a)(iii) (curfew) for a period of \_\_\_ months, you are restricted to your residence every day.
  - from the times directed by the probation officer; or  from \_\_\_ to \_\_\_.
  - (b) your compliance with this condition, as well as other court-imposed conditions of supervision, shall be monitored by a form of location monitoring technology selected at the discretion of the probation officer, and you shall abide by all technology requirements.

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- (c) you shall pay all or part of the cost of the location monitoring, at the daily contractual rate, if you are financially
- (20) you shall comply with the terms of any court order or order of an administrative process pursuant to the law of a State, the District of Columbia, or any other possession or territory of the United States, requiring payments by you for the support and maintenance of a child or of a child and the parent with whom the child is living.
- (21) (deportation): you shall be surrendered to a duly authorized official of the Homeland Security Department for a determination on the issue of deportability by the appropriate authority in accordance with the laws under the Immigration and Nationality Act and the established implementing regulations. If ordered deported, you shall not remain in or enter the United States without obtaining, in advance, the express written consent of the United States Attorney General or the United States Secretary of the Department of Homeland Security.
- (22) you shall satisfy such other special conditions as ordered below.
- (23) You shall submit your person, property, house, residence, vehicle, papers [computers (as defined in 18 U.S.C. 1030(e)(1)), other electronic communications or data storage devices or media,] or office, to a

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search conducted by a United States Probation Officer(s). Failure to submit to a search may be grounds for revocation of release. You shall warn any other occupants that the premises may be subject to searches pursuant to this condition. An officer(s) may conduct a search pursuant to this condition only when reasonable suspicion exists that you have violated a condition of your supervision and that the areas to be searched contain evidence of this violation. Any search must be conducted at a reasonable time and in a reasonable manner.

(24) Other:

**SPECIAL CONDITIONS OF SUPERVISED  
RELEASE PURSUANT TO  
18 U.S.C. 3563(b)(22) and 3583(d)**

The court imposes those conditions identified by checkmarks below:

**During the term of supervised release:**

- (1) If you have not obtained a high school diploma or equivalent, you shall participate in a General Educational Development (GED) preparation course and seek to obtain a GED within the first year of supervision.
- (2) you shall participate in an approved job skill-training program at the direction of a probation officer within the first 60 days of placement on supervision.

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- (3) you shall, if unemployed after the first 60 days of supervision, or if unemployed for 60 days after termination or lay-off from employment, perform at least 20 hours of community service per week at the direction of the probation office until gainfully employed. The total amount of community service required over your term of service shall not exceed 400 hours.
- (4) you shall not maintain employment where you have access to other individual's personal information, including, but not limited to, Social Security numbers and credit card numbers (or money) unless approved by a probation officer.
- (5) you shall not incur new credit charges or open additional lines of credit without the approval of a probation officer unless you are in compliance with the financial obligations imposed by this judgment.
- (6) you shall provide a probation officer with access to any requested financial information requested by the probation officer to monitor compliance with conditions of supervised release.
- (7) within 72 hours of any significant change in your economic circumstances that might affect your ability to pay restitution, fines, or special assessments, you must notify the probation officer of the change.

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- (8) you shall file accurate income tax returns and pay all taxes, interest, and penalties as required by law.
  
- (9) you shall participate in a sex offender treatment program. The specific program and provider will be determined by a probation officer. You shall comply with all recommended treatment which may include psychological and physiological testing. You shall maintain use of all prescribed medications.
  
- You shall comply with the requirements of the Computer and Internet Monitoring Program as administered by the United States Probation Office. You shall consent to the installation of computer monitoring software on all identified computers to which you have access and to which the probation officer has legitimate access by right or consent. The software may restrict and/or record any and all activity on the computer, including the capture of keystrokes, application information, Internet use history, email correspondence, and chat conversations. A notice will be placed on the computer at the time of installation to warn others of the existence of the monitoring software. You shall not remove, tamper with, reverse engineer, or in any way circumvent the software.
  
- The cost of the monitoring shall be paid by you at the monthly contractual rate, if you are financially able, subject to satisfaction of other financial obligations imposed by this judgment.

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- You shall not possess or use at any location (including your place of employment), any computer, external storage device, or any device with access to the Internet or any online computer service without the prior approval of a probation officer. This includes any Internet service provider, bulletin board system, or any other public or private network or email system
- You shall not possess any device that could be used for covert photography without the prior approval of a probation officer.
- You shall not view or possess child pornography. If the treatment provider determines that exposure to other sexually stimulating material may be detrimental to the treatment process, or that additional conditions are likely to assist the treatment process, such proposed conditions shall be promptly presented to the court, for a determination, pursuant to 18 U.S.C. § 3583(e)(2), regarding whether to enlarge or otherwise modify the conditions of supervision to include conditions consistent with the recommendations of the treatment provider.
- You shall not, without the approval of a probation officer and treatment provider, engage in activities that will put you in unsupervised private contact with any person under the age of 18, and you shall not knowingly visit locations



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where persons under the age of 18 regularly congregate, including parks, schools, school bus stops, playgrounds, and childcare facilities. This condition does not apply to contact in the course of normal commercial business or unintentional incidental contact

- This condition does not apply to your family members: [Names]
- Your employment shall be restricted to the judicial district and division where you reside or are supervised, unless approval is granted by a probation officer. Prior to accepting any form of employment, you shall seek the approval of a probation officer, in order to allow the probation officer the opportunity to assess the level of risk to the community you will pose if employed in a particular capacity. You shall not participate in any volunteer activity that may cause you to come into direct contact with children except under circumstances approved in advance by a probation officer and treatment provider.
- You shall provide the probation officer with copies of your telephone bills, all credit card statements/receipts, and any other financial information requested.
- You shall comply with all state and local laws pertaining to convicted sex offenders, including such laws that impose restrictions beyond those set forth in this order.

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- (10) you shall pay to the Clerk of the Court any financial obligation ordered herein that remains unpaid at the commencement of the term of supervised release, at a rate of not less than 10% of the total of your gross earnings minus federal and state income tax withholdings.
- (11) you shall not enter into any agreement to act as an informer or special agent of a law enforcement agency without the prior permission of the court.
- (12) you shall pay to the Clerk of the Court \$\_\_\_ as repayment to the United States of government funds you received during the investigation of this offense. (The Clerk of the Court shall remit the funds to \_\_\_ (list both Agency and Address.)
- (13) if the probation officer determines that you pose a risk to another person (including an organization or members of the community), the probation officer may require you to tell the person about the risk, and you must comply with that instruction. Such notification could include advising the person about your record of arrests and convictions and substance use. The probation officer may contact the person and confirm that you have told the person about the risk.
- (14) You shall observe one Reentry Court session, as instructed by your probation officer.
- (15) Other: \_\_\_

*Appendix J***CRIMINAL MONETARY PENALTIES**

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assess- ment</u>	<u>Restitu- tion</u>	<u>Fine</u>	<u>AVAA Assess- ment*</u>	<u>JVTA Assess- ment**</u>
<b>TOTALS</b>	\$ 700.00	\$58,515.58	\$ .00	\$ .00	\$ .00

- The determination of restitution is deferred until \_\_\_\_\_.  
An *Amended Judgment in a Criminal Case (AO 245C)*  
will be entered after such determination.
- The defendant must make restitution (including  
community restitution) to the following payees in the  
amount listed below.

\$50,120.58 to the Federal Deposit Insurance at  
PO Box 971774 Dallas TX, 75397-1774  
\$8,395 to the Internal Revenue Service at MS 6261  
Restitution 333 West Pershing Road, Kansas City,  
MO 64108

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

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See attached pages

- Restitution amount ordered pursuant to plea agreement \$ \_\_\_\_\_
- The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).
- The court determined that the defendant does not have the ability to pay interest and it is ordered that:
  - the interest requirement is waived for the \$58,515.58 restitution amount.
  - the interest requirement for the \_\_\_ is modified as follows:

\* Amy, Vicky, and Andy Child Pornography Victim Assistance Act of 2018, Pub. L. No. 115-299.

\*\* Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.

\*\*\* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

*Appendix J***SCHEDULE OF PAYMENTS**

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A**  Lump sum payment of \$60,740.68 due immediately.
- balance due not later than \_\_\_\_\_, or  
 balance due in accordance with  C,  D,  
 E, or  F below, or
- B**  Payment to begin immediately (may be combined with  C,  D, or  F below); or
- C**  Payment in equal \_\_\_\_\_ (*e.g., weekly, monthly, quarterly*) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (*e.g., months or years*), to commence \_\_\_\_\_ (*e.g., 30 or 60 days*) after the date of this judgment; or
- D**  Payment in equal \_\_\_\_\_ (*e.g., weekly, monthly, quarterly*) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (*e.g., months or years*), to commence \_\_\_\_\_ (*e.g., 30 or 60 days*) after release from imprisonment to a term of supervision; or
- E**  Payment during the term of supervised release will commence within 60 (*e.g., 30 or 60 days*) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

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- F  Special instructions regarding the payment of criminal monetary penalties:

The \$8,395 payment to the Internal Revenue Service must be made in full during the period of supervised release.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

- Joint and Several

**Case Number**  
**Defendant and Co-Defendant Names**  
**(including defendant number)**

<b>Total Amount</b>	<b>Joint and Several Amount</b>	<b>Corresponding Payee, if Appropriate</b>
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\*\*See above for Defendant and Co-Defendant Names and Case Numbers (*including defendant number*), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.\*\*

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- The defendant shall pay the cost of prosecution.  
\$ 1,525.10
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) AVAA assessment, (5) fine principal, (6) fine interest, (7) community restitution, (8) JVTAs assessment, (9) penalties, and (10) costs, including cost of prosecution and court costs.