



Aug 14, 2018

Board of Disciplinary Appeals

**BEFORE THE BOARD OF DISCIPLINARY APPEALS
APPOINTED BY
THE SUPREME COURT OF TEXAS**

IN THE MATTER OF CHRISTOPHER A. JIONGO STATE BAR CARD NO. 10667800	§ § §	CAUSE NO. <u>60830</u>
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PETITION FOR COMPULSORY DISCIPLINE

TO THE BOARD OF DISCIPLINARY APPEALS:

Petitioner, the Commission for Lawyer Discipline (hereinafter called "Petitioner"), brings this action against Respondent, Christopher A. Jiongo, (hereinafter called "Respondent"), showing as follows:

1. This action is commenced by Petitioner pursuant to Part VIII of the Texas Rules of Disciplinary Procedure. Petitioner is also providing Respondent a copy of this Board's procedures for handling a compulsory discipline matter by attaching a copy of such procedures to this petition.

2. Respondent, Christopher A. Jiongo, may be served with a true and correct copy of this Petition for Compulsory Discipline, its attachments, as well as a notice of hearing, at Christopher A. Jiongo, #54714-177, Beaumont Low FCI, 5560 Knauth Road, Beaumont, Texas 77705.

3. On or about September 7, 2016, Respondent was charged by Indictment (Exhibit 1) with Count One – Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 1349 (18 U.S.C. § 1343); Counts Two through Four – Wire Fraud and Aiding and Abetting, in violation of 18 U.S.C. §§ 1343 and 2; and Counts Five through Ten – Mail Fraud and Aiding and Abetting, in violation of 18 U.S.C. §§ 1341 and 2; in Cause No. 3-16CR-406-N, styled *United States of America v. Craig Allen Otteson (01), Jay Bruce Heimbarger (02), Christopher Arnold Jiongo (03)*, in the United States District Court for the Northern District of Texas, Dallas Division.

4. On or about April 26, 2017, a Plea Agreement (Exhibit 2) was entered in Cause No. 3-16-CR-406-N, styled *United States of America v. Christopher Arnold Jiongo (03)*, in the United States District Court for the Northern District of Texas, Dallas Division.

5. On or about June 6, 2017, Respondent was charged by Superseding Indictment (Exhibit 3) with Count One – Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 1349 (18 U.S.C. § 1343); Counts Two through Four – Wire Fraud and Aiding and Abetting, in violation of 18 U.S.C. §§ 1343 and 2; and Counts Five through Nine – Mail Fraud and Aiding and Abetting, in violation of 18 U.S.C. §§ 1341 and 2; in Cause No. 3-16-CR-406-N, styled *United States of America v. Craig A. Otteson (01), Jay Bruce Heimburger (02), Christopher Arnold Jiongo (03)*, in the United States District Court for the Northern District of Texas, Dallas Division.

6. On or about November 21, 2017, a Judgment in a Criminal Case (Exhibit 4) was entered in Cause No. 3:16-CR-00406-D(3), styled *United States of America v. Christopher Arnold Jiongo*, in the United States District Court for the Northern District of Texas, Dallas Division wherein Respondent pled guilty to Count Two of the Indictment filed on September 7, 2016 – Wire Fraud and Aiding and Abetting, in violation of 18 U.S.C. §§ 1343 and 2, and was committed to the custody of the Bureau of Prisons for a total term of forty-six (46) months. Upon release from imprisonment, Respondent shall be on supervised release for two (2) years. Respondent was further ordered to pay restitution in the amount of \$3,786,565.26.

7. Attached hereto and made a part hereof for all intents and purposes as if the same were copied verbatim herein, are true and correct copies of the following documents in the Jiongo criminal case: Indictment filed 09/07/16 (Exhibit 1), Plea Agreement (Exhibit 2), Superseding Indictment filed 06/06/17 (Exhibit 3) and Judgment in a Criminal Case (Exhibit 4). Petitioner expects to introduce certified copies of Exhibits 1 through 4 at the time of hearing of this cause.

8. Respondent, Christopher A. Jiongo, whose bar card number is 10667800, is the same person as the Christopher Arnold Jiongo who is the subject of the two Indictments, Plea Agreement and Judgment in a Criminal Case described above, true and correct copies of which are attached hereto as Exhibits 1 through 4.

9. Attached hereto as Exhibit 5 and made a part hereof for all intents and purposes as if the same were copied verbatim herein is a true and correct copy of an affidavit of Amanda M. Kates, Attorney of Record for Petitioner herein, attesting to the fact that Respondent is the same person as the person who is the subject of the Judgment in a Criminal Case entered in the Jiongo criminal case. Petitioner expects to introduce the original of said affidavit at the time of hearing of this cause.

10. The offense for which Respondent was convicted is an intentional crime as defined by Rule 1.06(T), Texas Rules of Disciplinary Procedure. It is as well a serious crime as defined by Rule 1.06(AA), Texas Rules of Disciplinary Procedure.

11. Having pled guilty to an intentional crime, and such judgment being final, Respondent should be disbarred as provided in Rule 8.05, Texas Rules of Disciplinary Procedure.

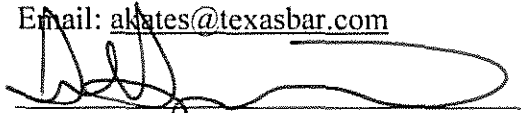
PRAYER

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that Respondent be given notice of these proceedings as provided by law and, upon hearing of this matter, that the Board enter its order disbarring Respondent and for such other and further relief to which Petitioner may be entitled to receive including costs of court and attorney's fees.

Respectfully submitted,

Linda A. Acevedo
Chief Disciplinary Counsel

Amanda M. Kates
Assistant Disciplinary Counsel
Office of the Chief Disciplinary Counsel
STATE BAR OF TEXAS
P.O. Box 12487, Capitol Station
Austin, Texas 78711-2487
Telephone: 512.427.1350
Facsimile: 512.427.4167
Email: akates@texasbar.com

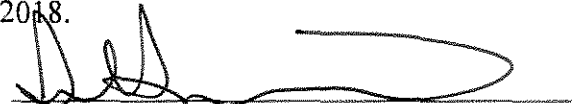


Amanda M. Kates
State Bar Card No. 24075987

ATTORNEYS FOR PETITIONER

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent for personal service on Christopher A. Jiongo, #54714-177, Beaumont Low FCI, 5560 Knauth Road, Beaumont, Texas 77705 on this 14 day of August 2018.



Amanda M. Kates

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that a trial on the merits of the Petition for Compulsory Discipline heretofore sent to be filed with the Board of Disciplinary Appeals on this day, will be held in the courtroom of the Supreme Court of Texas, Tom C. Clark Building, 14th and Colorado Streets, Austin, Texas, at **1:00 p.m. on the 9th day of October 2018.**



Amanda M. Kates

INTERNAL PROCEDURAL RULES

Board of Disciplinary Appeals

Effective February 19, 2015 and amended September 20, 2016

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SECTION 1: GENERAL PROVISIONS

Rule 1.01 Definitions

- (a) “BODA” is the Board of Disciplinary Appeals.
- (b) “Chair” is the member elected by BODA to serve as chair or, in the Chair’s absence, the member elected by BODA to serve as vice-chair.
- (c) “Classification” is the determination by the CDC under TRDP 2.10 or by BODA under TRDP 7.08(C) whether a grievance constitutes a “complaint” or an “inquiry.”
- (d) “BODA Clerk” is the executive director of BODA or other person appointed by BODA to assume all duties normally performed by the clerk of a court.
- (e) “CDC” is the Chief Disciplinary Counsel for the State Bar of Texas and his or her assistants.
- (f) “Commission” is the Commission for Lawyer Discipline, a permanent committee of the State Bar of Texas.
- (g) “Executive Director” is the executive director of BODA.
- (h) “Panel” is any three-member grouping of BODA under TRDP 7.05.
- (i) “Party” is a Complainant, a Respondent, or the Commission.
- (j) “TDRPC” is the Texas Disciplinary Rules of Professional Conduct.
- (k) “TRAP” is the Texas Rules of Appellate Procedure.
- (l) “TRCP” is the Texas Rules of Civil Procedure.
- (m) “TRDP” is the Texas Rules of Disciplinary Procedure.
- (n) “TRE” is the Texas Rules of Evidence.

Rule 1.02 General Powers

Under TRDP 7.08, BODA has and may exercise all the powers of either a trial court or an appellate court, as the case may be, in hearing and determining

disciplinary proceedings. But TRDP 15.01 applies to the enforcement of a judgment of BODA.

Rule 1.03 Additional Rules in Disciplinary Matters

Except as varied by these rules and to the extent applicable, the TRCP, TRAP, and TRE apply to all disciplinary matters before BODA, except for appeals from classification decisions, which are governed by TRDP 2.10 and by Section 3 of these rules.

Rule 1.04 Appointment of Panels

- (a) BODA may consider any matter or motion by panel, except as specified in (b). The Chair may delegate to the Executive Director the duty to appoint a panel for any BODA action. Decisions are made by a majority vote of the panel; however, any panel member may refer a matter for consideration by BODA sitting en banc. Nothing in these rules gives a party the right to be heard by BODA sitting en banc.
- (b) Any disciplinary matter naming a BODA member as Respondent must be considered by BODA sitting en banc. A disciplinary matter naming a BODA staff member as Respondent need not be heard en banc.

Rule 1.05 Filing of Pleadings, Motions, and Other Papers

- (a) **Electronic Filing.** All documents must be filed electronically. Unrepresented persons or those without the means to file electronically may electronically file documents, but it is not required.
 - (1) **Email Address.** The email address of an attorney or an unrepresented party who electronically files a document must be included on the document.
 - (2) **Timely Filing.** Documents are filed electronically by emailing the document to the BODA Clerk at the email address designated by BODA for that purpose. A document filed by email will be considered filed the day

that the email is sent. The date sent is the date shown for the message in the inbox of the email account designated for receiving filings. If a document is sent after 5:00 p.m. or on a weekend or holiday officially observed by the State of Texas, it is considered filed the next business day.

- (3) It is the responsibility of the party filing a document by email to obtain the correct email address for BODA and to confirm that the document was received by BODA in legible form. Any document that is illegible or that cannot be opened as part of an email attachment will not be considered filed. If a document is untimely due to a technical failure or a system outage, the filing party may seek appropriate relief from BODA.
- (4) **Exceptions.**
 - (i) An appeal to BODA of a decision by the CDC to classify a grievance as an inquiry is not required to be filed electronically.
 - (ii) The following documents must not be filed electronically:
 - a) documents that are filed under seal or subject to a pending motion to seal; and
 - b) documents to which access is otherwise restricted by court order.
 - (iii) For good cause, BODA may permit a party to file other documents in paper form in a particular case.
- (5) **Format.** An electronically filed document must:
 - (i) be in text-searchable portable document format (PDF);
 - (ii) be directly converted to PDF

rather than scanned, if possible;
and

(iii) not be locked.

- (b) A paper will not be deemed filed if it is sent to an individual BODA member or to another address other than the address designated by BODA under Rule 1.05(a)(2).
- (c) **Signing.** Each brief, motion, or other paper filed must be signed by at least one attorney for the party or by the party pro se and must give the State Bar of Texas card number, mailing address, telephone number, email address, and fax number, if any, of each attorney whose name is signed or of the party (if applicable). A document is considered signed if the document includes:
 - (1) an “/s/” and name typed in the space where the signature would otherwise appear, unless the document is notarized or sworn; or
 - (2) an electronic image or scanned image of the signature.
- (d) **Paper Copies.** Unless required by BODA, a party need not file a paper copy of an electronically filed document.
- (e) **Service.** Copies of all documents filed by any party other than the record filed by the evidentiary panel clerk or the court reporter must, at or before the time of filing, be served on all other parties as required and authorized by the TRAP.

Rule 1.06 Service of Petition

In any disciplinary proceeding before BODA initiated by service of a petition on the Respondent, the petition must be served by personal service; by certified mail with return receipt requested; or, if permitted by BODA, in any other manner that is authorized by the TRCP and reasonably calculated under all the circumstances to apprise the Respondent of the proceeding and to give him or her reasonable time to appear and answer. To establish

service by certified mail, the return receipt must contain the Respondent's signature.

Rule 1.07 Hearing Setting and Notice

- (a) **Original Petitions.** In any kind of case initiated by the CDC's filing a petition or motion with BODA, the CDC may contact the BODA Clerk for the next regularly available hearing date before filing the original petition. If a hearing is set before the petition is filed, the petition must state the date, time, and place of the hearing. Except in the case of a petition to revoke probation under TRDP 2.23, the hearing date must be at least 30 days from the date that the petition is served on the Respondent.
- (b) **Expedited Settings.** If a party desires a hearing on a matter on a date earlier than the next regularly available BODA hearing date, the party may request an expedited setting in a written motion setting out the reasons for the request. Unless the parties agree otherwise, and except in the case of a petition to revoke probation under TRDP 2.23, the expedited hearing setting must be at least 30 days from the date of service of the petition, motion, or other pleading. BODA has the sole discretion to grant or deny a request for an expedited hearing date.
- (c) **Setting Notices.** BODA must notify the parties of any hearing date that is not noticed in an original petition or motion.
- (d) **Announcement Docket.** Attorneys and parties appearing before BODA must confirm their presence and present any questions regarding procedure to the BODA Clerk in the courtroom immediately prior to the time docket call is scheduled to begin. Each party with a matter on the docket must appear at the docket call to give an announcement of readiness, to give a time estimate for the hearing, and to present any preliminary motions or matters. Immediately following the docket call, the Chair will set and announce the order of cases to be heard.

Rule 1.08 Time to Answer

The Respondent may file an answer at any time, except where expressly provided otherwise by these rules or the TRDP, or when an answer date has been set by prior order of BODA. BODA may, but is not required to, consider an answer filed the day of the hearing.

Rule 1.09 Pretrial Procedure

- (a) **Motions.**
 - (1) **Generally.** To request an order or other relief, a party must file a motion supported by sufficient cause with proof of service on all other parties. The motion must state with particularity the grounds on which it is based and set forth the relief sought. All supporting briefs, affidavits, or other documents must be served and filed with the motion. A party may file a response to a motion at any time before BODA rules on the motion or by any deadline set by BODA. Unless otherwise required by these rules or the TRDP, the form of a motion must comply with the TRCP or the TRAP.
 - (2) **For Extension of Time.** All motions for extension of time in any matter before BODA must be in writing, comply with (a)(1), and specify the following:
 - (i) if applicable, the date of notice of decision of the evidentiary panel, together with the number and style of the case;
 - (ii) if an appeal has been perfected, the date when the appeal was perfected;
 - (iii) the original deadline for filing the item in question;
 - (iv) the length of time requested for the extension;
 - (v) the number of extensions of time that have been granted

previously regarding the item in question; and

- (vi) the facts relied on to reasonably explain the need for an extension.

- (b) **Pretrial Scheduling Conference.** Any party may request a pretrial scheduling conference, or BODA on its own motion may require a pretrial scheduling conference.
- (c) **Trial Briefs.** In any disciplinary proceeding before BODA, except with leave, all trial briefs and memoranda must be filed with the BODA Clerk no later than ten days before the day of the hearing.
- (d) **Hearing Exhibits, Witness Lists, and Exhibits Tendered for Argument.** A party may file a witness list, exhibit, or any other document to be used at a hearing or oral argument before the hearing or argument. A party must bring to the hearing an original and 12 copies of any document that was not filed at least one business day before the hearing. The original and copies must be:
 - (1) marked;
 - (2) indexed with the title or description of the item offered as an exhibit; and
 - (3) if voluminous, bound to lie flat when open and tabbed in accordance with the index.

All documents must be marked and provided to the opposing party before the hearing or argument begins.

Rule 1.10 Decisions

- (a) **Notice of Decisions.** The BODA Clerk must give notice of all decisions and opinions to the parties or their attorneys of record.
- (b) **Publication of Decisions.** BODA must report judgments or orders of public discipline:
 - (1) as required by the TRDP; and

- (2) on its website for a period of at least ten years following the date of the disciplinary judgment or order.

- (c) **Abstracts of Classification Appeals.** BODA may, in its discretion, prepare an abstract of a classification appeal for a public reporting service.

Rule 1.11 Board of Disciplinary Appeals Opinions

- (a) BODA may render judgment in any disciplinary matter with or without written opinion. In accordance with TRDP 6.06, all written opinions of BODA are open to the public and must be made available to the public reporting services, print or electronic, for publishing. A majority of the members who participate in considering the disciplinary matter must determine if an opinion will be written. The names of the participating members must be noted on all written opinions of BODA.
- (b) Only a BODA member who participated in the decision of a disciplinary matter may file or join in a written opinion concurring in or dissenting from the judgment of BODA. For purposes of this rule, in hearings in which evidence is taken, no member may participate in the decision unless that member was present at the hearing. In all other proceedings, no member may participate unless that member has reviewed the record. Any member of BODA may file a written opinion in connection with the denial of a hearing or rehearing en banc.
- (c) A BODA determination in an appeal from a grievance classification decision under TRDP 2.10 is not a judgment for purposes of this rule and may be issued without a written opinion.

Rule 1.12 BODA Work Product and Drafts

A document or record of any nature—regardless of its form, characteristics, or means of transmission—that is created or produced in connection with or related to BODA’s adjudicative decision-making process is not subject to disclosure or discovery. This includes documents prepared by any BODA member, BODA staff, or any other person acting on behalf of or at the direction of BODA.

Rule 1.13 Record Retention

Records of appeals from classification decisions must be retained by the BODA Clerk for a period of at least three years from the date of disposition. Records of other disciplinary matters must be retained for a period of at least five years from the date of final judgment, or for at least one year after the date a suspension or disbarment ends, whichever is later. For purposes of this rule, a record is any document, paper, letter, map, book, tape, photograph, film, recording, or other material filed with BODA, regardless of its form, characteristics, or means of transmission.

Rule 1.14 Costs of Reproduction of Records

The BODA Clerk may charge a reasonable amount for the reproduction of nonconfidential records filed with BODA. The fee must be paid in advance to the BODA Clerk.

Rule 1.15 Publication of These Rules

These rules will be published as part of the TDRPC and TRDP.

SECTION 2: ETHICAL CONSIDERATIONS

Rule 2.01 Representing or Counseling Parties in Disciplinary Matters and Legal Malpractice Cases

- (a) A current member of BODA must not represent a party or testify voluntarily in a disciplinary action or proceeding. Any BODA member who is subpoenaed or otherwise compelled to appear at a disciplinary action or proceeding, including at a deposition, must promptly notify the BODA Chair.

- (b) A current BODA member must not serve as an expert witness on the TDRPC.
- (c) A BODA member may represent a party in a legal malpractice case, provided that he or she is later recused in accordance with these rules from any proceeding before BODA arising out of the same facts.

Rule 2.02 Confidentiality

- (a) BODA deliberations are confidential, must not be disclosed by BODA members or staff, and are not subject to disclosure or discovery.
- (b) Classification appeals, appeals from evidentiary judgments of private reprimand, appeals from an evidentiary judgment dismissing a case, interlocutory appeals or any interim proceedings from an ongoing evidentiary case, and disability cases are confidential under the TRDP. BODA must maintain all records associated with these cases as confidential, subject to disclosure only as provided in the TRDP and these rules.
- (c) If a member of BODA is subpoenaed or otherwise compelled by law to testify in any proceeding, the member must not disclose a matter that was discussed in conference in connection with a disciplinary case unless the member is required to do so by a court of competent jurisdiction.

Rule 2.03 Disqualification and Recusal of BODA Members

- (a) BODA members are subject to disqualification and recusal as provided in TRCP 18b.
- (b) BODA members may, in addition to recusals under (a), voluntarily recuse themselves from any discussion and voting for any reason. The reasons that a BODA member is recused from a case are not subject to discovery.
- (c) These rules do not disqualify a lawyer who is a member of, or associated with, the law firm of a BODA member from serving on

a grievance committee or representing a party in a disciplinary proceeding or legal malpractice case. But a BODA member must recuse him- or herself from any matter in which a lawyer who is a member of, or associated with, the BODA member's firm is a party or represents a party.

SECTION 3: CLASSIFICATION APPEALS

Rule 3.01 Notice of Right to Appeal

- (a) If a grievance filed by the Complainant under TRDP 2.10 is classified as an inquiry, the CDC must notify the Complainant of his or her right to appeal as set out in TRDP 2.10 or another applicable rule.
- (b) To facilitate the potential filing of an appeal of a grievance classified as an inquiry, the CDC must send the Complainant an appeal notice form, approved by BODA, with the classification disposition. The form must include the docket number of the matter; the deadline for appealing; and information for mailing, faxing, or emailing the appeal notice form to BODA. The appeal notice form must be available in English and Spanish.

Rule 3.02 Record on Appeal

BODA must only consider documents that were filed with the CDC prior to the classification decision. When a notice of appeal from a classification decision has been filed, the CDC must forward to BODA a copy of the grievance and all supporting documentation. If the appeal challenges the classification of an amended grievance, the CDC must also send BODA a copy of the initial grievance, unless it has been destroyed.

SECTION 4: APPEALS FROM EVIDENTIARY PANEL HEARINGS

Rule 4.01 Perfecting Appeal

- (a) **Appellate Timetable.** The date that the evidentiary judgment is signed starts the appellate timetable under this section. To make TRDP 2.21 consistent with this

requirement, the date that the judgment is signed is the "date of notice" under Rule 2.21.

- (b) **Notification of the Evidentiary Judgment.** The clerk of the evidentiary panel must notify the parties of the judgment as set out in TRDP 2.21.

- (1) The evidentiary panel clerk must notify the Commission and the Respondent in writing of the judgment. The notice must contain a clear statement that any appeal of the judgment must be filed with BODA within 30 days of the date that the judgment was signed. The notice must include a copy of the judgment rendered.

- (2) The evidentiary panel clerk must notify the Complainant that a judgment has been rendered and provide a copy of the judgment, unless the evidentiary panel dismissed the case or imposed a private reprimand. In the case of a dismissal or private reprimand, the evidentiary panel clerk must notify the Complainant of the decision and that the contents of the judgment are confidential. Under TRDP 2.16, no additional information regarding the contents of a judgment of dismissal or private reprimand may be disclosed to the Complainant.

- (c) **Filing Notice of Appeal.** An appeal is perfected when a written notice of appeal is filed with BODA. If a notice of appeal and any other accompanying documents are mistakenly filed with the evidentiary panel clerk, the notice is deemed to have been filed the same day with BODA, and the evidentiary panel clerk must immediately send the BODA Clerk a copy of the notice and any accompanying documents.

- (d) **Time to File.** In accordance with TRDP 2.24, the notice of appeal must be filed within 30 days after the date the judgment

is signed. In the event a motion for new trial or motion to modify the judgment is timely filed with the evidentiary panel, the notice of appeal must be filed with BODA within 90 days from the date the judgment is signed.

- (e) **Extension of Time.** A motion for an extension of time to file the notice of appeal must be filed no later than 15 days after the last day allowed for filing the notice of appeal. The motion must comply with Rule 1.09.

Rule 4.02 Record on Appeal

- (a) **Contents.** The record on appeal consists of the evidentiary panel clerk's record and, where necessary to the appeal, a reporter's record of the evidentiary panel hearing.
- (b) **Stipulation as to Record.** The parties may designate parts of the clerk's record and the reporter's record to be included in the record on appeal by written stipulation filed with the clerk of the evidentiary panel.
- (c) **Responsibility for Filing Record.**
 - (1) Clerk's Record.
 - (i) After receiving notice that an appeal has been filed, the clerk of the evidentiary panel is responsible for preparing, certifying, and timely filing the clerk's record.
 - (ii) Unless the parties stipulate otherwise, the clerk's record on appeal must contain the items listed in TRAP 34.5(a) and any other paper on file with the evidentiary panel, including the election letter, all pleadings on which the hearing was held, the docket sheet, the evidentiary panel's charge, any findings of fact and conclusions of law, all other pleadings, the judgment or other orders appealed from, the notice of decision sent to each

party, any post submission pleadings and briefs, and the notice of appeal.

- (iii) If the clerk of the evidentiary panel is unable for any reason to prepare and transmit the clerk's record by the due date, he or she must promptly notify BODA and the parties, explain why the clerk's record cannot be timely filed, and give the date by which he or she expects the clerk's record to be filed.

(2) Reporter's Record.

- (i) The court reporter for the evidentiary panel is responsible for timely filing the reporter's record if:
 - a) a notice of appeal has been filed;
 - b) a party has requested that all or part of the reporter's record be prepared; and
 - c) the party requesting all or part of the reporter's record has paid the reporter's fee or has made satisfactory arrangements with the reporter.
- (ii) If the court reporter is unable for any reason to prepare and transmit the reporter's record by the due date, he or she must promptly notify BODA and the parties, explain the reasons why the reporter's record cannot be timely filed, and give the date by which he or she expects the reporter's record to be filed.

(d) Preparation of Clerk's Record.

- (1) To prepare the clerk's record, the evidentiary panel clerk must:
 - (i) gather the documents

- designated by the parties' written stipulation or, if no stipulation was filed, the documents required under (c)(1)(ii);
 - (ii) start each document on a new page;
 - (iii) include the date of filing on each document;
 - (iv) arrange the documents in chronological order, either by the date of filing or the date of occurrence;
 - (v) number the pages of the clerk's record in the manner required by (d)(2);
 - (vi) prepare and include, after the front cover of the clerk's record, a detailed table of contents that complies with (d)(3); and
 - (vii) certify the clerk's record.
- (2) The clerk must start the page numbering on the front cover of the first volume of the clerk's record and continue to number all pages consecutively—including the front and back covers, tables of contents, certification page, and separator pages, if any—until the final page of the clerk's record, without regard for the number of volumes in the clerk's record, and place each page number at the bottom of each page.
- (3) The table of contents must:
- (i) identify each document in the entire record (including sealed documents); the date each document was filed; and, except for sealed documents, the page on which each document begins;
 - (ii) be double-spaced;
 - (iii) conform to the order in which documents appear in the clerk's record, rather than in alphabetical order;
 - (iv) contain bookmarks linking each description in the table of contents (except for descriptions of sealed documents) to the page on which the document begins; and
 - (v) if the record consists of multiple volumes, indicate the page on which each volume begins.
- (e) **Electronic Filing of the Clerk's Record.** The evidentiary panel clerk must file the record electronically. When filing a clerk's record in electronic form, the evidentiary panel clerk must:
- (1) file each computer file in text-searchable Portable Document Format (PDF);
 - (2) create electronic bookmarks to mark the first page of each document in the clerk's record;
 - (3) limit the size of each computer file to 100 MB or less, if possible; and
 - (4) directly convert, rather than scan, the record to PDF, if possible.
- (f) **Preparation of the Reporter's Record.**
- (1) The appellant, at or before the time prescribed for perfecting the appeal, must make a written request for the reporter's record to the court reporter for the evidentiary panel. The request must designate the portion of the evidence and other proceedings to be included. A copy of the request must be filed with the evidentiary panel and BODA and must be served on the appellee. The reporter's record must be certified by the court reporter for the evidentiary panel.
 - (2) The court reporter or recorder must prepare and file the reporter's record in accordance with TRAP 34.6 and 35 and the Uniform Format Manual

for Texas Reporters' Records.

- (3) The court reporter or recorder must file the reporter's record in an electronic format by emailing the document to the email address designated by BODA for that purpose.
- (4) The court reporter or recorder must include either a scanned image of any required signature or "/s/" and name typed in the space where the signature would otherwise appear.
- (5) A court reporter or recorder must not lock any document that is part of the record.
- (6) In exhibit volumes, the court reporter or recorder must create bookmarks to mark the first page of each exhibit document.
- (g) **Other Requests.** At any time before the clerk's record is prepared, or within ten days after service of a copy of appellant's request for the reporter's record, any party may file a written designation requesting that additional exhibits and portions of testimony be included in the record. The request must be filed with the evidentiary panel and BODA and must be served on the other party.
- (h) **Inaccuracies or Defects.** If the clerk's record is found to be defective or inaccurate, the BODA Clerk must inform the clerk of the evidentiary panel of the defect or inaccuracy and instruct the clerk to make the correction. Any inaccuracies in the reporter's record may be corrected by agreement of the parties without the court reporter's recertification. Any dispute regarding the reporter's record that the parties are unable to resolve by agreement must be resolved by the evidentiary panel.
- (i) **Appeal from Private Reprimand.** Under TRDP 2.16, in an appeal from a judgment of private reprimand, BODA must mark the record as confidential, remove the

attorney's name from the case style, and take any other steps necessary to preserve the confidentiality of the private reprimand.

Rule 4.03 Time to File Record

- (a) **Timetable.** The clerk's record and reporter's record must be filed within 60 days after the date the judgment is signed. If a motion for new trial or motion to modify the judgment is filed with the evidentiary panel, the clerk's record and the reporter's record must be filed within 120 days from the date the original judgment is signed, unless a modified judgment is signed, in which case the clerk's record and the reporter's record must be filed within 60 days of the signing of the modified judgment. Failure to file either the clerk's record or the reporter's record on time does not affect BODA's jurisdiction, but may result in BODA's exercising its discretion to dismiss the appeal, affirm the judgment appealed from, disregard materials filed late, or apply presumptions against the appellant.
- (b) **If No Record Filed.**
 - (1) If the clerk's record or reporter's record has not been timely filed, the BODA Clerk must send notice to the party responsible for filing it, stating that the record is late and requesting that the record be filed within 30 days. The BODA Clerk must send a copy of this notice to all the parties and the clerk of the evidentiary panel.
 - (2) If no reporter's record is filed due to appellant's fault, and if the clerk's record has been filed, BODA may, after first giving the appellant notice and a reasonable opportunity to cure, consider and decide those issues or points that do not require a reporter's record for a decision. BODA may do this if no reporter's record has been filed because:
 - (i) the appellant failed to request a

- reporter's record; or
- (ii) the appellant failed to pay or make arrangements to pay the reporter's fee to prepare the reporter's record, and the appellant is not entitled to proceed without payment of costs.
- (c) **Extension of Time to File the Reporter's Record.** When an extension of time is requested for filing the reporter's record, the facts relied on to reasonably explain the need for an extension must be supported by an affidavit of the court reporter. The affidavit must include the court reporter's estimate of the earliest date when the reporter's record will be available for filing.
- (d) **Supplemental Record.** If anything material to either party is omitted from the clerk's record or reporter's record, BODA may, on written motion of a party or on its own motion, direct a supplemental record to be certified and transmitted by the clerk for the evidentiary panel or the court reporter for the evidentiary panel.

Rule 4.04 Copies of the Record

The record may not be withdrawn from the custody of the BODA Clerk. Any party may obtain a copy of the record or any designated part thereof by making a written request to the BODA Clerk and paying any charges for reproduction in advance.

Rule 4.05 Requisites of Briefs

- (a) **Appellant's Filing Date.** Appellant's brief must be filed within 30 days after the clerk's record or the reporter's record is filed, whichever is later.
- (b) **Appellee's Filing Date.** Appellee's brief must be filed within 30 days after the appellant's brief is filed.
- (c) **Contents.** Briefs must contain:
 - (1) a complete list of the names and addresses of all parties to the final decision and their counsel;

- (2) a table of contents indicating the subject matter of each issue or point, or group of issues or points, with page references where the discussion of each point relied on may be found;
 - (3) an index of authorities arranged alphabetically and indicating the pages where the authorities are cited;
 - (4) a statement of the case containing a brief general statement of the nature of the cause or offense and the result;
 - (5) a statement, without argument, of the basis of BODA's jurisdiction;
 - (6) a statement of the issues presented for review or points of error on which the appeal is predicated;
 - (7) a statement of facts that is without argument, is supported by record references, and details the facts relating to the issues or points relied on in the appeal;
 - (8) the argument and authorities;
 - (9) conclusion and prayer for relief;
 - (10) a certificate of service; and
 - (11) an appendix of record excerpts pertinent to the issues presented for review.
- (d) **Length of Briefs; Contents Included and Excluded.** In calculating the length of a document, every word and every part of the document, including headings, footnotes, and quotations, must be counted except the following: caption, identity of the parties and counsel, statement regarding oral argument, table of contents, index of authorities, statement of the case, statement of issues presented, statement of the jurisdiction, signature, proof of service, certificate of compliance, and appendix. Briefs must not exceed 15,000 words if computer-generated, and 50 pages if not, except on leave of BODA. A reply brief must not exceed 7,500 words if computer-generated, and 25 pages if not, except on

leave of BODA. A computer-generated document must include a certificate by counsel or the unrepresented party stating the number of words in the document. The person who signs the certification may rely on the word count of the computer program used to prepare the document.

- (e) **Amendment or Supplementation.** BODA has discretion to grant leave to amend or supplement briefs.

- (f) **Failure of the Appellant to File a Brief.** If the appellant fails to timely file a brief, BODA may:

- (1) dismiss the appeal for want of prosecution, unless the appellant reasonably explains the failure, and the appellee is not significantly injured by the appellant's failure to timely file a brief;
- (2) decline to dismiss the appeal and make further orders within its discretion as it considers proper; or
- (3) if an appellee's brief is filed, regard that brief as correctly presenting the case and affirm the evidentiary panel's judgment on that brief without examining the record.

Rule 4.06 Oral Argument

- (a) **Request.** A party desiring oral argument must note the request on the front cover of the party's brief. A party's failure to timely request oral argument waives the party's right to argue. A party who has requested argument may later withdraw the request. But even if a party has waived oral argument, BODA may direct the party to appear and argue. If oral argument is granted, the clerk will notify the parties of the time and place for submission.
- (b) **Right to Oral Argument.** A party who has filed a brief and who has timely requested oral argument may argue the case to BODA unless BODA, after examining the briefs, decides that oral

argument is unnecessary for any of the following reasons:

- (1) the appeal is frivolous;
 - (2) the dispositive issue or issues have been authoritatively decided;
 - (3) the facts and legal arguments are adequately presented in the briefs and record; or
 - (4) the decisional process would not be significantly aided by oral argument.
- (c) **Time Allowed.** Each party will have 20 minutes to argue. BODA may, on the request of a party or on its own, extend or shorten the time allowed for oral argument. The appellant may reserve a portion of his or her allotted time for rebuttal.

Rule 4.07 Decision and Judgment

- (a) **Decision.** BODA may do any of the following:
 - (1) affirm in whole or in part the decision of the evidentiary panel;
 - (2) modify the panel's findings and affirm the findings as modified;
 - (3) reverse in whole or in part the panel's findings and render the decision that the panel should have rendered; or
 - (4) reverse the panel's findings and remand the cause for further proceedings to be conducted by:
 - (i) the panel that entered the findings; or
 - (ii) a statewide grievance committee panel appointed by BODA and composed of members selected from the state bar districts other than the district from which the appeal was taken.
- (b) **Mandate.** In every appeal, the BODA Clerk must issue a mandate in accordance with BODA's judgment and send it to the evidentiary panel and to all the parties.

Rule 4.08 Appointment of Statewide Grievance Committee

If BODA remands a cause for further proceedings before a statewide grievance committee, the BODA Chair will appoint the statewide grievance committee in accordance with TRDP 2.27. The committee must consist of six members: four attorney members and two public members randomly selected from the current pool of grievance committee members. Two alternates, consisting of one attorney and one public member, must also be selected. BODA will appoint the initial chair who will serve until the members of the statewide grievance committee elect a chair of the committee at the first meeting. The BODA Clerk will notify the Respondent and the CDC that a committee has been appointed.

Rule 4.09 Involuntary Dismissal

Under the following circumstances and on any party's motion or on its own initiative after giving at least ten days' notice to all parties, BODA may dismiss the appeal or affirm the appealed judgment or order. Dismissal or affirmance may occur if the appeal is subject to dismissal:

- (a) for want of jurisdiction;
- (b) for want of prosecution; or
- (c) because the appellant has failed to comply with a requirement of these rules, a court order, or a notice from the clerk requiring a response or other action within a specified time.

SECTION 5: PETITIONS TO REVOKE PROBATION

Rule 5.01 Initiation and Service

- (a) Before filing a motion to revoke the probation of an attorney who has been sanctioned, the CDC must contact the BODA Clerk to confirm whether the next regularly available hearing date will comply with the 30-day requirement of TRDP. The Chair may designate a three-member panel to hear the motion, if necessary, to meet the 30-day requirement of TRDP 2.23.

- (b) Upon filing the motion, the CDC must serve the Respondent with the motion and any supporting documents in accordance with TRDP 2.23, the TRCP, and these rules. The CDC must notify BODA of the date that service is obtained on the Respondent.

Rule 5.02 Hearing

Within 30 days of service of the motion on the Respondent, BODA must docket and set the matter for a hearing and notify the parties of the time and place of the hearing. On a showing of good cause by a party or on its own motion, BODA may continue the case to a future hearing date as circumstances require.

SECTION 6: COMPULSORY DISCIPLINE

Rule 6.01 Initiation of Proceeding

Under TRDP 8.03, the CDC must file a petition for compulsory discipline with BODA and serve the Respondent in accordance with the TRDP and Rule 1.06 of these rules.

Rule 6.02 Interlocutory Suspension

- (a) **Interlocutory Suspension.** In any compulsory proceeding under TRDP Part VIII in which BODA determines that the Respondent has been convicted of an Intentional Crime and that the criminal conviction is on direct appeal, BODA must suspend the Respondent's license to practice law by interlocutory order. In any compulsory case in which BODA has imposed an interlocutory order of suspension, BODA retains jurisdiction to render final judgment after the direct appeal of the criminal conviction is final. For purposes of rendering final judgment in a compulsory discipline case, the direct appeal of the criminal conviction is final when the appellate court issues its mandate.
- (b) **Criminal Conviction Affirmed.** If the criminal conviction made the basis of a compulsory interlocutory suspension is affirmed and becomes final, the CDC must

file a motion for final judgment that complies with TRDP 8.05.

- (1) If the criminal sentence is fully probated or is an order of deferred adjudication, the motion for final judgment must contain notice of a hearing date. The motion will be set on BODA's next available hearing date.
- (2) If the criminal sentence is not fully probated:
 - (i) BODA may proceed to decide the motion without a hearing if the attorney does not file a verified denial within ten days of service of the motion; or
 - (ii) BODA may set the motion for a hearing on the next available hearing date if the attorney timely files a verified denial.
- (c) Criminal Conviction Reversed. If an appellate court issues a mandate reversing the criminal conviction while a Respondent is subject to an interlocutory suspension, the Respondent may file a motion to terminate the interlocutory suspension. The motion to terminate the interlocutory suspension must have certified copies of the decision and mandate of the reversing court attached. If the CDC does not file an opposition to the termination within ten days of being served with the motion, BODA may proceed to decide the motion without a hearing or set the matter for a hearing on its own motion. If the CDC timely opposes the motion, BODA must set the motion for a hearing on its next available hearing date. An order terminating an interlocutory order of suspension does not automatically reinstate a Respondent's license.

SECTION 7: RECIPROCAL DISCIPLINE

Rule 7.01 Initiation of Proceeding

To initiate an action for reciprocal discipline under TRDP Part IX, the CDC must file a petition with BODA and request an Order to Show Cause. The petition must request that the Respondent be disciplined in Texas and have attached to it any information concerning the disciplinary matter from the other jurisdiction, including a certified copy of the order or judgment rendered against the Respondent.

Rule 7.02 Order to Show Cause

When a petition is filed, the Chair immediately issues a show cause order and a hearing notice and forwards them to the CDC, who must serve the order and notice on the Respondent. The CDC must notify BODA of the date that service is obtained.

Rule 7.03 Attorney's Response

If the Respondent does not file an answer within 30 days of being served with the order and notice but thereafter appears at the hearing, BODA may, at the discretion of the Chair, receive testimony from the Respondent relating to the merits of the petition.

SECTION 8: DISTRICT DISABILITY COMMITTEE HEARINGS

Rule 8.01 Appointment of District Disability Committee

- (a) If the evidentiary panel of the grievance committee finds under TRDP 2.17(P)(2), or the CDC reasonably believes under TRDP 2.14(C), that a Respondent is suffering from a disability, the rules in this section will apply to the de novo proceeding before the District Disability Committee held under TRDP Part XII.
- (b) Upon receiving an evidentiary panel's finding or the CDC's referral that an attorney is believed to be suffering from a disability, the BODA Chair must appoint a District Disability Committee in compliance with TRDP 12.02 and designate a chair. BODA will reimburse District Disability Committee members for

reasonable expenses directly related to service on the District Disability Committee. The BODA Clerk must notify the CDC and the Respondent that a committee has been appointed and notify the Respondent where to locate the procedural rules governing disability proceedings.

- (c) A Respondent who has been notified that a disability referral will be or has been made to BODA may, at any time, waive in writing the appointment of the District Disability Committee or the hearing before the District Disability Committee and enter into an agreed judgment of indefinite disability suspension, provided that the Respondent is competent to waive the hearing. If the Respondent is not represented, the waiver must include a statement affirming that the Respondent has been advised of the right to appointed counsel and waives that right as well.
- (d) All pleadings, motions, briefs, or other matters to be filed with the District Disability Committee must be filed with the BODA Clerk.
- (e) Should any member of the District Disability Committee become unable to serve, the BODA Chair must appoint a substitute member.

Rule 8.02 Petition and Answer

- (a) **Petition.** Upon being notified that the District Disability Committee has been appointed by BODA, the CDC must, within 20 days, file with the BODA Clerk and serve on the Respondent a copy of a petition for indefinite disability suspension. Service must comply with Rule 1.06
- (b) **Answer.** The Respondent must, within 30 days after service of the petition for indefinite disability suspension, file an answer with the BODA Clerk and serve a copy of the answer on the CDC.
- (c) **Hearing Setting.** The BODA Clerk must set the final hearing as instructed by the

chair of the District Disability Committee and send notice of the hearing to the parties.

Rule 8.03 Discovery

- (a) **Limited Discovery.** The District Disability Committee may permit limited discovery. The party seeking discovery must file with the BODA Clerk a written request that makes a clear showing of good cause and substantial need and a proposed order. If the District Disability Committee authorizes discovery in a case, it must issue a written order. The order may impose limitations or deadlines on the discovery.
- (b) **Physical or Mental Examinations.** On written motion by the Commission or on its own motion, the District Disability Committee may order the Respondent to submit to a physical or mental examination by a qualified healthcare or mental healthcare professional. Nothing in this rule limits the Respondent's right to an examination by a professional of his or her choice in addition to any exam ordered by the District Disability Committee.
 - (1) **Motion.** The Respondent must be given reasonable notice of the examination by written order specifying the name, address, and telephone number of the person conducting the examination.
 - (2) **Report.** The examining professional must file with the BODA Clerk a detailed, written report that includes the results of all tests performed and the professional's findings, diagnoses, and conclusions. The professional must send a copy of the report to the CDC and the Respondent.
- (c) **Objections.** A party must make any objection to a request for discovery within 15 days of receiving the motion by filing a written objection with the BODA Clerk. BODA may decide any objection or contest to a discovery motion.

Rule 8.04 Ability to Compel Attendance

The Respondent and the CDC may confront and cross-examine witnesses at the hearing. Compulsory process to compel the attendance of witnesses by subpoena, enforceable by an order of a district court of proper jurisdiction, is available to the Respondent and the CDC as provided in TRCP 176.

Rule 8.05 Respondent's Right to Counsel

- (a) The notice to the Respondent that a District Disability Committee has been appointed and the petition for indefinite disability suspension must state that the Respondent may request appointment of counsel by BODA to represent him or her at the disability hearing. BODA will reimburse appointed counsel for reasonable expenses directly related to representation of the Respondent.
- (b) To receive appointed counsel under TRDP 12.02, the Respondent must file a written request with the BODA Clerk within 30 days of the date that Respondent is served with the petition for indefinite disability suspension. A late request must demonstrate good cause for the Respondent's failure to file a timely request.

Rule 8.06 Hearing

The party seeking to establish the disability must prove by a preponderance of the evidence that the Respondent is suffering from a disability as defined in the TRDP. The chair of the District Disability Committee must admit all relevant evidence that is necessary for a fair and complete hearing. The TRE are advisory but not binding on the chair.

Rule 8.07 Notice of Decision

The District Disability Committee must certify its finding regarding disability to BODA, which will issue the final judgment in the matter.

Rule 8.08 Confidentiality

All proceedings before the District Disability Committee and BODA, if necessary, are closed to the public. All matters before the District

Disability Committee are confidential and are not subject to disclosure or discovery, except as allowed by the TRDP or as may be required in the event of an appeal to the Supreme Court of Texas.

SECTION 9: DISABILITY REINSTATEMENTS

Rule 9.01 Petition for Reinstatement

- (a) An attorney under an indefinite disability suspension may, at any time after he or she has been suspended, file a verified petition with BODA to have the suspension terminated and to be reinstated to the practice of law. The petitioner must serve a copy of the petition on the CDC in the manner required by TRDP 12.06. The TRCP apply to a reinstatement proceeding unless they conflict with these rules.
- (b) The petition must include the information required by TRDP 12.06. If the judgment of disability suspension contained terms or conditions relating to misconduct by the petitioner prior to the suspension, the petition must affirmatively demonstrate that those terms have been complied with or explain why they have not been satisfied. The petitioner has a duty to amend and keep current all information in the petition until the final hearing on the merits. Failure to do so may result in dismissal without notice.
- (c) Disability reinstatement proceedings before BODA are not confidential; however, BODA may make all or any part of the record of the proceeding confidential.

Rule 9.02 Discovery

The discovery period is 60 days from the date that the petition for reinstatement is filed. The BODA Clerk will set the petition for a hearing on the first date available after the close of the discovery period and must notify the parties of the time and place of the hearing. BODA may continue the hearing for good cause shown.

Rule 9.03 Physical or Mental Examinations

- (a) On written motion by the Commission or on its own, BODA may order the petitioner seeking reinstatement to submit to a physical or mental examination by a qualified healthcare or mental healthcare professional. The petitioner must be served with a copy of the motion and given at least seven days to respond. BODA may hold a hearing before ruling on the motion but is not required to do so.
- (b) The petitioner must be given reasonable notice of the examination by written order specifying the name, address, and telephone number of the person conducting the examination.
- (c) The examining professional must file a detailed, written report that includes the results of all tests performed and the professional's findings, diagnoses, and conclusions. The professional must send a copy of the report to the parties.
- (d) If the petitioner fails to submit to an examination as ordered, BODA may dismiss the petition without notice.
- (e) Nothing in this rule limits the petitioner's right to an examination by a professional of his or her choice in addition to any exam ordered by BODA.

Rule 9.04 Judgment

If, after hearing all the evidence, BODA determines that the petitioner is not eligible for reinstatement, BODA may, in its discretion, either enter an order denying the petition or direct that the petition be held in abeyance for a reasonable period of time until the petitioner provides additional proof as directed by BODA. The judgment may include other orders necessary to protect the public and the petitioner's potential clients.

SECTION 10: APPEALS FROM BODA TO THE SUPREME COURT OF TEXAS

Rule 10.01 Appeals to the Supreme Court

- (a) A final decision by BODA, except a determination that a statement constitutes an inquiry or a complaint under TRDP 2.10, may be appealed to the Supreme Court of Texas. The clerk of the Supreme Court of Texas must docket an appeal from a decision by BODA in the same manner as a petition for review without fee.
- (b) The appealing party must file the notice of appeal directly with the clerk of the Supreme Court of Texas within 14 days of receiving notice of a final determination by BODA. The record must be filed within 60 days after BODA's determination. The appealing party's brief is due 30 days after the record is filed, and the responding party's brief is due 30 days thereafter. The BODA Clerk must send the parties a notice of BODA's final decision that includes the information in this paragraph.
- (c) An appeal to the Supreme Court is governed by TRDP 7.11 and the TRAP.

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

2016 SEP -7 PM 4:22

DEPUTY

LM

UNITED STATES OF AMERICA

NO.

v.

CRAIG ALLEN OTTESON (01)
JAY BRUCE HEIMBURGER (02)
CHRISTOPHER ARNOLD JIONGO (03)

3-16 CR -406 -N

INDICTMENT

The Grand Jury Charges:

Count One

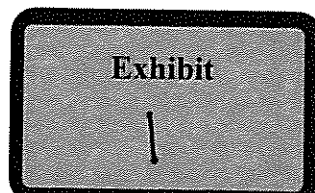
Conspiracy to Commit Wire Fraud
Violations of 18 U.S.C. § 1349 (18 U.S.C. § 1343)

At all times material to the indictment:

Introduction

1. On or about June 14, 2010, Stonebridge Advisors, LLC (Stonebridge) was established as a Texas limited liability partnership conducting business at 6029 Belt Line Road, Suite 11, Dallas, Texas 75254, in the Dallas Division of the Northern District of Texas. Stonebridge was involved as the Managing Partner of Worldwide Diamond Ventures, L.P. (Worldwide Diamond). Defendant **Craig Allen Otteson** acted as the Managing Member and Chief Compliance Officer of Stonebridge. Defendant **Jay Bruce Heimburger** acted as a Principal Partner of Stonebridge. Stonebridge also acted as the General Partner of Worldwide Diamond.

Indictment - Page 1



Certified a true copy of an instrument
on file in my office on 6.9.18

Clerk of District Court,
Northern District of Texas

Deputy

2. On or about January 11, 2008, JBH Securities, Inc. (JBH) was established as a corporation in Texas conducting business at 1507 San Rafael, Dallas, Texas 75218 in the Dallas Division of the Northern District of Texas. JBH was primarily involved in the business of providing investment advice. In the JBH incorporation documents, defendant **Heimbürger** was listed as the registered agent and director of JBH.

3. On or about June 22, 2010, Worldwide Diamond Ventures, L.P. (Worldwide Diamond) was initially established as a Texas limited liability partnership conducting business at 6029 Belt Line Road, Suite 11, Dallas, Texas 75254 in the Dallas Division of the Northern District of Texas. Worldwide Diamond was primarily involved in the business of buying and reselling diamonds on the international market. Defendant **Otteson** also acted as the Managing General Partner of Worldwide Diamond. As the Managing General Partner of Worldwide Diamond, **Otteson** (through Stonebridge) had control over Worldwide Diamond funds.

4. On or about June 23, 2010, Worldwide Diamond signed an “Amended and Restated Agreement of Limited Partnership”.

5. On or about February 18, 2011, Worldwide Diamond entered into an “agent agreement” with American Safe Retirements (ASR) to act as agents of Worldwide Diamond to solicit outside investors to purchase “Non-Recourse Promissory Notes” (diamond notes) in the amount of \$50,000 per note.

6. On or about February 28, 2011, Worldwide Diamond entered into an “agent agreement” with Penumbra Solutions, LLC (Penumbra) to act as agents of Worldwide

Diamond to solicit outside investors to purchase these diamond notes.

7. On or about December 24, 2009, Global Reach Industries, Inc. (Global Reach) was established as a domestic corporation in Nevada, conducting business at 8883 West Flamingo Road, Suite 102, Las Vegas, Nevada. On or about August 22, 2011, Global Reach was registered in the Bahamas as Global Reach Industries Limited. Global Reach was engaged in the investment business. Defendant **Jiongo** is listed as the officer of Global Reach in the formation documents in both Nevada and the Bahamas.

8. On or about October 1, 2013, Worldwide Diamond filed for bankruptcy in the Northern District of Texas in Case Number 13-35115.

The Conspiracy and its Objects

9. Beginning in or about March 2011, the exact date being unknown to the Grand Jury, and continuing thereafter until at least in or about November 2013, in the Dallas Division of the Northern District of Texas and elsewhere, defendants **Craig Allen Otteson, Jay Bruce Heimburger and Christopher Arnold Jiongo**, did unlawfully, knowingly, and willfully conspire and agree together, with each other, and with persons both known and unknown to the Grand Jury, to commit an offense against the United States, namely, the offense of wire fraud, in violation of 18 U.S.C. § 1343.

Manner and Means of the Conspiracy

10. It was part of the conspiracy that:

a) During the period from in or about June 2010 through in or about March 2011, conspirators initially attempted to raise funds for their new business

of purchasing and reselling diamonds by offering the sale of additional limited partnerships in Worldwide Diamond. Worldwide Diamond limited partnerships were offered in the minimum amount of \$100,000. However, conspirators were unable to raise sufficient capital funds through the sale of additional partnerships;

b) Beginning in about March 2011, conspirators attempted to raise additional needed start-up funds by offering for sale to new investors "Non-Recourse Promissory Notes" (the diamond notes). Conspirators hired three outside companies to market and sell diamond notes to investors in Texas, Pennsylvania and California. **Jiongo** drafted the diamond notes. Each \$50,000 diamond note had a nine-month maturity date and an 8% rate of return;

c) Although conspirators initially raised over \$5 million from new investors during the period from approximately March through June 2011, conspirators changed the business plan originally promised to investors. In the original business plan, conspirators promised that all invested funds would be used to purchase and resell diamonds. However, conspirators were unable to purchase and resell diamonds on the market as planned. In approximately June 2011, conspirators concealed that investor funds were not being used to purchase and resell diamonds;

d) Although the conspirators were unable to purchase and resale diamonds as promised to investors, they continued to falsely represent to all investors that the diamond notes were fully secured by diamond inventory and

cash. Since the diamond notes were no longer fully secured, conspirators failed and refused to offer each investor the right to request a refund of all or at least part of the funds invested in diamond notes;

e) When each diamond note matured after nine months, conspirators deceived investors by encouraging them to renew their diamond notes, even though the conspirators knew that Worldwide Diamond no longer had sufficient diamond inventory and cash to fully secure each diamond note;

f) During the approximate period from April 2011 through February 2013, conspirators paid monthly interest payments to investors as promised in the note. When selling the diamond notes, conspirators (through their sales agents) represented to every investor that profits from ongoing purchase and resale of diamonds would be used to make monthly investor interest payments. However, conspirators fraudulently concealed from investors that the true source of funds used to pay interest payments were funds conspirators received from other investors. During the approximate period from about April 2011 to February 2013, conspirators used these “lulling payments” to continue their scheme to defraud investors and avoid investor detection of this fraudulent scheme;

g) During the approximate period from about March through May 2013, conspirators continued to defraud investors by concealing from investors that conspirators planned to use and loan investor funds for many different purposes unrelated to the purpose and resale of diamonds. Conspirators knew

that the investors did not give their consent to use investment funds for any of these unauthorized purposes;

h) Conspirators fraudulently concealed from investors that during the period from March 2011 to July 2011, conspirators made several unauthorized loans of investor funds totaling \$1,447,300 to a third party in connection with a promised future purchase of gold and diamonds. No gold and diamonds were delivered by the third party. These unauthorized loans to a third party were concealed from investors, since the conspirators knew that investors would never agree to the use of investor funds for such a speculative venture;

i) Conspirators fraudulently concealed from investors that on or about August 11, 2011, defendant **Otteson** (on behalf of Worldwide Diamond) signed a promissory note agreeing to loan \$1,000,000 of investor funds to Global Reach Industries, Ltd. (Global Reach) for one year. Defendant **Jiongo** proposed this \$1,000,000 investment in a start-up insurance company. Conspirators concealed this unauthorized use of investment funds from investors, knowing that conspirators had promised investors that all investment funds would only be used to purchase and resell diamonds;

j) Conspirators fraudulently concealed from investors that on or about June 22, 2011, defendant **Otteson** (on behalf of Worldwide Diamond) represented to the Texas State Securities Board (TSSB) that Worldwide Diamond would “promptly commence the repayment of all notes currently outstanding and will

repay such notes in full prior to their respective maturity dates”;

k) Conspirators thereafter fraudulently concealed from investors that **Otteson** promised the TSSB that conspirators would promptly repay investors in full for all outstanding diamond notes;

l) During the period from about August 2011 through May 2013, conspirators **Otteson**, **Heimbürger** and **Jiongo** continued to deceive investors by sending out renewal letters which falsely represented to investors that Worldwide Diamond was successfully acquiring new diamond inventory;

m) During the period from March through November 2011, conspirators **Otteson**, **Heimbürger** and **Jiongo** defrauded the first round of investors when they fraudulently concealed material information from these investors, including how the conspirators used investor funds and other information, which caused 57 investors to invest a total of \$5,141,699 with Worldwide Diamond Ventures;

n) During the period from February 2012 through May 2013, conspirators **Otteson** and **Heimbürger** defrauded the second round of investors when they fraudulently concealed material information from investors, including how the conspirators used investor funds and other information, which caused 20 new investors to invest a total of \$1,330,000 with Worldwide Diamond Ventures; and

o) During the period from March 2011 through May 2013, conspirators collected a total of approximately \$6,471,699 from 77 investors. As a result of

this investor fraud scheme, these investors sustained a total loss of at least \$4,922,811.

Acts in Furtherance of the Conspiracy

11. In furtherance of the conspiracy and to affect the objects thereof, one or more of the conspirators named in Count One of this Indictment committed the following acts, among others, in the Northern District of Texas and elsewhere:

a) On or about March 10, 2011, Worldwide Diamond (through **Otteson**) loaned \$40,000 of investor funds to a third party business associate. This loan was repaid in April of 2011;

b) On or about March 25, 2011, Worldwide Diamond (through **Otteson**) loaned \$70,000 of investor funds to a third party business associate. This loan was repaid in July of 2011;

c) On or about April 18, 2011, Worldwide Diamond (through **Otteson**) loaned \$200,000 of investor funds to an individual purportedly for the purchase of diamonds. This loan (like the auto loans) was made with investor funds without the knowledge or consent of Worldwide Diamond investors. This \$200,000 loan was due for repayment on June 20, 2011. \$100,000 was paid June 22, 2011. This remaining balance of the loan was never repaid;

d) On or about April 29, 2011, Worldwide Diamond (through **Heimbarger**) sent a letter to Worldwide Diamond sales agents that funds generated by the sale of non-recourse promissory notes (diamond notes) had

surpassed the size of the diamond inventory and that the sale of more notes must be halted until more diamonds could be purchased as security for the notes. In this letter, conspirators concealed from both the Worldwide Diamond sales agents and investors that Worldwide Diamond no longer had sufficient diamond inventory and cash to secure all investor notes;

e) On or about May 13, 2011, Worldwide Diamond (through **Otteson**) entered into agreements to make a loan to a third party. Conspirators knew that the cash used for these loans would be investor funds. These loans were supposedly secured by promises of shipments of gold dust from Ghana, Africa;

f) On or about May 18, 2011, Worldwide Diamond (through **Otteson**) entered into another agreement to loan \$1,000,000 of investor funds to a third party. Conspirators knew that the cash used for these loans would be investor funds. These loans were supposedly secured by promises of shipments of gold dust and from Ghana, Africa;

g) On or about June 6, 2011, Worldwide Diamond (through **Otteson**) entered into agreements to make a loan to a third party. Conspirators knew that the cash used for these loans would be investor funds. These loans were supposedly secured by promises of shipments of gold dust from Ghana, Africa;

h) On or about June 20, 2011, Worldwide Diamond (through **Otteson**) entered into another agreement to loan \$1,000,000 of investor funds to a third party. Conspirators knew that the cash used for these loans would be investor

funds. These loans were supposedly secured by promises of shipments of gold dust from Ghana, Africa;

i) During the period from in or about March through July 2011, conspirators sent a total of approximately \$1,447,300 to a third party in the United States and also to companies in Ghana, Africa in connection with the possible purchase of gold dust and diamonds, but no gold or diamonds were ever shipped to Worldwide Diamond. Conspirators knew that investor funds were used for all of these loans and that investors never agreed to use investor funds to make these unauthorized loans. Conspirators fraudulently concealed from Worldwide Diamond investors that investor funds were used in this manner;

j) On or about July 27, 2011, Worldwide Diamond (through **Otteson**) wire transferred \$1,000,000 to Global Outreach Industries, Ltd. (Global Outreach) as a loan to finance the start-up of a new insurance company. Defendant **Jiongo** was the President of Global Outreach. During the period July through August of 2011, defendant **Jiongo** disbursed the proceeds of this \$1,000,000 loan. **Jiongo** disbursed \$600,000 of investor funds into his own bank account and \$400,000 of investor funds into the accounts of third parties. Conspirators knew that investor funds were used to finance this \$1,000,000 loan and that investors never agreed to use investor funds to make this unauthorized loan. Conspirators fraudulently concealed from Worldwide Diamond investors that investor funds were used in this manner;

k) On or about January 1, 2012, Worldwide Diamond (through **Otteson**) entered into a service agreement with a person in California (F.H.), an individual known to the grand jury, to act as a Worldwide Diamonds consultant for the purpose of selling non-recourse promissory notes (diamond notes) to clients from the Chinese-American community in California;

l) During this period, conspirators caused Worldwide Diamond sales agent F.H. to represent to potential new investors that Worldwide Diamond had sufficient diamond inventory or cash to fully secure any promissory notes.

However, conspirators knew that this representation to investors was false and that Worldwide Diamond did not have cash or diamonds to secure these notes;

m) During the period from about February through November 2012, Worldwide Diamond sales agent F.H. sold approximately \$1,147,868 of new promissory notes to 20 new investors in California; and

n) During the period from about March 2011 through May 2013, conspirators fraudulently used investor funds in the amount of \$655,000 to make “lulling” interest payments to other investors via United States mail.

The Grand Jury hereby realleges and incorporates, by reference herein, all of the allegations set forth in Counts Two through Ten of this indictment, as additional acts in furtherance of this conspiracy.

In violation of 18 U.S.C. § 1349 (18 U.S.C. § 1343).

Counts Two through Four
Wire Fraud and Aiding and Abetting
(Violations of 18 U.S.C. §§ 1343 and 2)

1. The Grand Jury hereby adopts, realleges and incorporates by reference herein the allegations contained in the Introduction and in Count One of this Indictment as if fully set forth herein.

Scheme to Defraud Investors

2. During the period from in or about March through November 2011, defendants **Craig Allen Otteson, Jay Bruce Heimburger, and Christopher Arnold Jiongo**, aided and abetted by each other and others both known and unknown to the Grand Jury, knowingly and with intent to defraud, devised and intended to devise a scheme to defraud investors, and to obtain money and property from these investors by means of materially false and fraudulent pretenses, representations, and promises.

Manner and Means

3. It was a part of the scheme and artifice to defraud that defendants falsely represented to investors that all investment funds would be used to buy and resell diamonds and that every dollar invested would always be fully secured by the cash and diamond inventory of Worldwide Diamond.

4. It was a further part of the scheme and artifice to defraud that during the period from March through November 2011, defendants continued to defraud investors by fraudulently concealing from investors that investment funds would be used for purposes unrelated to the purchase and resale of diamonds. These other purposes

included making several loans totaling approximately \$2.4 million to third parties and to defendant **Jiongo** for purposes not disclosed to or authorized by the investors.

5. It was a further part of the scheme and artifice to defraud that all defendants fraudulently concealed from Worldwide Diamond investors that Worldwide Diamond loaned \$1 million to a Global Outreach Industries, a company established and controlled by defendant **Jiongo**. During July and August 2011, defendants agreed to wire transfer \$1 million dollars of investor funds into several bank accounts designated by defendant **Jiongo**. Defendant **Jiongo** caused \$630,000 of these investor funds to be wire transferred directly into a trust account controlled by **Jiongo**. During the period August through November 2011, **Jiongo** caused several wire transfers of funds from his trust account to third parties, as set forth in Counts Two, Three and Four of this indictment.

6. It was a further part of the scheme and artifice to defraud that defendants fraudulently concealed from Worldwide Diamond investors that their investment funds were being not used to purchase and resell new diamonds but to make unauthorized loans and to make “lulling” interest payments to other Worldwide Diamond investors. Defendants also concealed from investors that the source of these interest payments were investment funds previously obtained from other investors.

7. As a result of this scheme to defraud during the period March through November 2011, defendants fraudulently collected about \$5,141,699 from Worldwide Diamond investors.

Interstate Wire Transfers Used to Carry Out the Scheme to Defraud

8. On or about the dates indicated below, in the Dallas Division of the Northern District of Texas, and elsewhere, defendants **Craig Allen Otteson, Jay Bruce Heimburger, and Christopher Arnold Jiongo**, for Counts Two, Three and Four, respectively, aided and abetted by each other and by others known and unknown to the Grand Jury, for the purpose of executing the scheme to defraud described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, signals, and sounds described below for each count, each use of interstate wire communications constituting a separate count of this indictment:

Count	Date of Wire	Description of Interstate Wire Transmission
2	9-15-2011	Wire transfer of \$100,000 from J.P. Morgan Chase Bank account number XXX-XXX- 4187, located in Dallas, Texas in the name of account holder the IOLTA trust account of Christopher Jiongo , to BB&T International Services, in the name of account holder E.L., account number XXX-XXX-0160, located in Charlotte, North Carolina
3	9-21-2011	Wire transfer of \$10,000 from J.P. Morgan Chase Bank account number XXX-XXX- 4187, located in Dallas, Texas in the name of account holder the IOLTA trust account of Christopher Jiongo , to Fifth Third Bank, in the name of account holder R.S., account number XXX-XXX-0314, located in Cincinnati, Ohio

Count	Date of Wire	Description of Interstate Wire Transmission
4	11-18-2011	Wire transfer of \$60,000 from J.P. Morgan Chase Bank account number XXX-XXX- 4187, located in Dallas, Texas in the name of account holder the IOLTA trust account of Christopher Jiongo , to Fifth Third Bank, in the name of account holder R.S., account number XXX-XXX-0314, located in Cincinnati, Ohio

In violation of 18 U.S.C. §§ 1343 and 2.

Counts Five through Ten
Mail Fraud and Aiding and Abetting
(Violations of 18 U.S.C. §§ 1341 and 2)

1. The Grand Jury hereby adopts, realleges and incorporates by reference herein the allegations contained in the Introduction and in Count One of this Indictment as if fully set forth herein.

Scheme to Defraud Investors

2. During the period from in or about March 2011 through May 2013, defendants **Craig Allen Otteson** and **Jay Bruce Heimbarger**, aided and abetted by each other and others both known and unknown to the Grand Jury, knowingly and with the intent to defraud, devised and intended to devise a scheme to deceive and defraud investors, and to obtain money and property from these investors by means of materially false and fraudulent pretenses, representations, and promises.

Manner and Means

3. It was a part of the scheme and artifice to defraud that defendants falsely represented to investors that all investment funds would be used to buy and resell diamonds and that every dollar invested would always be fully secured by the cash and diamond inventory of Worldwide Diamond.

4. It was a further part of the scheme and artifice to defraud that during the period from March through November 2011, defendants continued to defraud investors by fraudulently concealing from investors that investment funds would be used for purposes unrelated to the purchase and resale of diamonds. These other purposes

included making several loans totaling about over \$2.4 million to third parties and to defendant Jiongo for speculative high risk ventures. The defendants concealed the existence of these unauthorized loans from Worldwide Diamond investors.

5. It was a further part of the scheme and artifice to defraud that all defendants fraudulently concealed from Worldwide Diamond investors that Worldwide Diamond loaned \$1 million to a Global Outreach Industries, a company formed and controlled by defendant Jiongo.

6. It was a further part of the scheme and artifice to defraud that defendants **Otteson** and **Heimbürger** fraudulently concealed from Worldwide Diamond investors that their investment funds were being used not to purchase and resell new diamonds but to make unauthorized loans and to make “lulling” interest payments to other Worldwide Diamond investors.

7. As a result of this scheme to defraud during the period March 2011 through May 2013, defendants fraudulently collected about \$6,471,699 from 77 Worldwide Diamond investors.

Execution of the Scheme to Defraud Through Use of United States Mails

8. On or about the dates listed below, in the Dallas Division of the Northern District of Texas and elsewhere, defendants **Craig Allen Otteson** and **Jay Bruce Heimbürger**, for Counts Five through Ten, respectively, aided and abetted by each other and by others known and unknown to the Grand Jury, for the purpose of carrying out and executing the scheme and artifice to defraud alleged herein, and attempting to do so, did

knowingly deposit and cause to be deposited and sent and delivered by the United States Postal Service, an envelope, by and through facilities located in the Northern District of Texas, according to the directions thereon, as more fully alleged below:

Count	Date of Mailing	Investor Check Mailed via U.S. Postal Service
5	2-17-2012	Sent by: Investor M.L. Sent to: Worldwide Diamond Ventures Contents: \$50,000 check drawn on the checking account of investor M.L. at Metro United Banks account number XXX-XXX-7611 to purchase one \$50,000 nine month promissory note as an investment in Worldwide Diamond Ventures
6	2-17-2012	Sent by: Investor Y – C.L. Sent to: Worldwide Diamond Ventures Contents: \$80,000 check drawn on the checking account of investor M.L. at Metro United Banks account number XXX-XXX-7611 to purchase one \$80,000 nine month promissory note as an investment in Worldwide Diamond Ventures

Count	Date of Mailing	Investor Check Mailed via U.S. Postal Service
7	3-16-2012	Sent by: Investor K.S. Sent to: Worldwide Diamond Ventures Contents: \$60,000 check drawn on the checking account of investor K.S. at Harleysville Savings Bank account number XXX-XXX-8654 to purchase one \$60,000 nine month promissory note as an investment in Worldwide Diamond Ventures
8	3-18-2013	Sent by: Investor J-F.W. Sent to: Worldwide Diamond Ventures Contents: \$50,000 check drawn on the checking account of investor J-F.W. at J.P. Morgan Chase Bank account number XXX-XXX-9282 to purchase one \$50,000 nine month promissory note as an investment in Worldwide Diamond Ventures
9	3-18-2013	Sent by: Investor H.H. Sent to: Worldwide Diamond Ventures Contents: \$50,000 check drawn on the checking account of investor J-F.W. at J.P. Morgan Chase Bank account number XXX-XXX-9282 to purchase one \$50,000 nine month promissory note as an investment in Worldwide Diamond Ventures
10	4-28-2013	Sent by: Investor Y – N.Z. Sent to: Worldwide Diamond Ventures Contents: \$50,000 check drawn on the checking account of investor Y-N.Z. at Presidential Bank account number XXX-XXX-5315 to purchase one \$50,000 nine month promissory note as an investment in Worldwide Diamond Ventures

In violation of 18 U.S.C. §§ 1341 and 2.

Forfeiture Notice

(18 U.S.C. §§ 982(a)(2); 981(a)(1)(c); and 28 U.S.C. § 2461)

Upon conviction for any of the offenses alleged in Counts One through Ten of this indictment, the defendants, **Craig Allen Otteson, Jay Bruce Heimburger** and **Christopher Arnold Jiongo**, shall forfeit to the United States of America, pursuant to 18 U.S.C. §§ 982(a)(2) and 981(a)(1)(c) as incorporated by 28 U.S.C. § 2461(c), any and all property, real or personal, constituting, or derived from proceeds the defendants obtained, directly or indirectly, as a result of any of the offenses alleged in Counts One through Ten, including the total proceeds obtained, directly or indirectly, as a result of any of these offenses, commonly referred to as the “money judgment”. In addition to the money judgment, the property to be forfeited includes, but is not limited to:

Substitute Assets

Pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. §§ 982(b)(1) and 28 U.S.C. § 2461(c), if any of the property described above, as a result of any act or omission of the defendant[s]:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property up to the

value of the previously described property that is subject to forfeiture.

All pursuant to 18 U.S.C. §§ 982, 981, 21 U.S.C. § 853(p) and 28 U.S.C. § 2461(c).

A TRUE BILL



FOREPERSON

JOHN R. PARKER
United States Attorney



DAVID L. JARVIS
Assistant United States Attorney
Texas Bar No. 10585500
1100 Commerce Street, Third Floor
Dallas, Texas 75242-1699
Telephone: 214.659.8729
Facsimile: 214.659.8812
david.jarvis@usdoj.gov

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

THE UNITED STATES OF AMERICA

v. **3-16 CR - 406 - N**

CRAIG ALLEN OTTESON (01)
JAY BRUCE HEIMBURGER (02)
CHRISTOPHER ARNOLD JIONGO (03)

INDICTMENT

18 USC § 1349 (18 USC § 1343)
Conspiracy to Commit Wire Fraud

18 USC §§ 1343 and 2
Wire Fraud and Aiding and Abetting

18 USC §§ 1341 and 2
Mail Fraud and Aiding and Abetting

18 USC §§ 982(a)(2); 981(a)(1)(c); and 28 U.S.C. § 2461
Forfeiture Notice
10 Counts

A true bill rendered

DALLAS

Filed in open court this 7th day of September, 2016.


FOREPERSON

Warrant to be Issued for all Defendants

A handwritten signature in black ink, appearing to be "S. J. [unclear]", is written over a horizontal line.

UNITED STATES MAGISTRATE JUDGE

No Criminal Matter Pending

ORIGINAL

CLERK US DISTRICT COURT
NORTHERN DIST. OF TX
FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

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UNITED STATES OF AMERICA

NO. 3:16-CR-406-N

v.

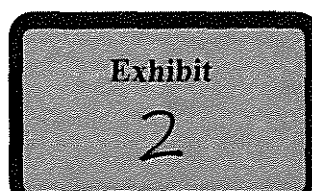
CHRISTOPHER ARNOLD JIONGO (03)

PLEA AGREEMENT

Defendant Christopher Arnold Jiongo, Shery Kime-Goodwin and Lara M. Wynn, the defendant's attorneys, and the United States of America (the government), agree as follows:

1. **Rights of the defendant:** Jiongo understands that he has the right
 - a. to plead not guilty;
 - b. to have a trial by jury;
 - c. to have his guilt proven beyond a reasonable doubt;
 - d. to confront and cross-examine witnesses and to call witnesses in his defense; and
 - e. against compelled self-incrimination.

2. **Waiver of rights and plea of guilty:** Jiongo waives these rights and pleads guilty to the offense alleged in **Count Two** of the indictment, charging a violation of 18 U.S.C. §§ 1343 and 2, that is, Wire Fraud, and Aiding and Abetting. Jiongo understands the nature and elements of the crime to which he is pleading guilty, and



Certified a true copy of an instrument
on file in my office on 6.19.18
U.S. District Court,
Northern District of Texas
 Deputy

agrees that the factual resume he has signed is true and will be submitted as evidence.

3. **Sentence:** The maximum penalties the Court can impose include:

- a. imprisonment for a period not to exceed twenty (20) years;
- b. a fine not to exceed \$250,000, or twice any pecuniary gain to the defendant or loss to the victim(s);
- c. a term of supervised release of not more than 3 years, which may be mandatory under the law and will follow any term of imprisonment. If Jiongo violates the conditions of supervised release, he could be imprisoned for the entire term of supervised release;
- d. a mandatory special assessment of \$100.00;
- e. restitution to victim or to the community, which may be mandatory under the law, and which Jiongo agrees may include restitution arising from all relevant conduct, not limited to that arising from the offense of conviction alone;
- f. costs of incarceration and supervision; and
- g. forfeiture.

4. **Court's sentencing discretion and role of the Guidelines:** Jiongo

understands that the sentence in this case will be imposed by the Court after consideration of the United States Sentencing Guidelines. The guidelines are not binding on the Court, but are advisory only. Jiongo has reviewed the guidelines with his attorney, but understands no one can predict with certainty the outcome of the Court's consideration of the guidelines in this case. Jiongo will not be allowed to withdraw his guilty plea if his sentence is higher than expected. Jiongo fully understands that the actual sentence imposed (so long as it is within the statutory maximum) is solely in the discretion of the Court.

5. **Mandatory special assessment:** Jiongo agrees to pay to the U.S. District Clerk the amount of \$100.00, in satisfaction of the mandatory special assessment in this case.

6. **Defendant's agreement:** Jiongo shall give complete and truthful information and/or testimony concerning his participation in the offense of conviction. Upon demand, Jiongo shall submit a personal financial statement under oath and submit to interviews by the government and the U.S. Probation Office regarding his capacity to satisfy any fines or restitution. Jiongo expressly authorizes the United States Attorney's Office to immediately obtain a credit report on him in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. Jiongo fully understands that any financial obligation imposed by the court, including a restitution order and/or the implementation of a fine, is due and payable immediately. In the event the Court imposes a schedule for payment of restitution, defendant agrees that such a schedule represents a minimum payment obligation and does not preclude the U.S. Attorney's Office from pursuing any other means by which to satisfy defendant's full and immediately enforceable financial obligation. Jiongo understands that he has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the court.

7. **Government's agreement:** The government will not bring any additional charges against Jiongo based upon the conduct underlying and related to the defendant's plea of guilty. After sentencing on Count Two, the government will dismiss all other counts in which Jiongo is charged in the pending indictment or superseding indictment.

The government will file a Supplement in this case, as is routinely done in every case, even though there may or may not be any additional terms. This agreement is limited to the United States Attorney's Office for the Northern District of Texas and does not bind any other federal, state, or local prosecuting authorities, nor does it prohibit any civil or administrative proceeding against Jiongo or any property.

8. **Violation of agreement:** Jiongo understands that if he violates any provision of this agreement, or if his guilty plea is vacated or withdrawn, the government will be free from any obligations of the agreement and free to prosecute Jiongo for all offenses of which it has knowledge. In such event, Jiongo waives any objections based upon delay in prosecution. If the plea is vacated or withdrawn for any reason other than a finding that it was involuntary, Jiongo also waives objection to the use against him of any information or statements he has provided to the government, and any resulting leads.

9. **Voluntary plea:** This plea of guilty is freely and voluntarily made and is not the result of force or threats, or of promises apart from those set forth in this plea agreement. There have been no guarantees or promises from anyone as to what sentence the Court will impose.

10. **Waiver of right to appeal or otherwise challenge sentence:** Jiongo waives his rights, conferred by 28 U.S.C. § 1291 and 18 U.S.C. § 3742, to appeal the conviction, sentence, fine and/or order of restitution or forfeiture in an amount to be determined by the district court. He further waives his right to contest his conviction, sentence, fine and/or order of restitution or forfeiture in any collateral proceeding, including proceedings under 28 U.S.C. § 2241 and 28 U.S.C. § 2255. Jiongo, however,

reserves the rights (a) to bring a direct appeal of (i) a sentence exceeding the statutory maximum punishment, or (ii) an arithmetic error at sentencing, (b) to challenge the voluntariness of his plea of guilty or this waiver, and (c) to bring a claim of ineffective assistance of counsel.

11. **Representation of counsel:** Jiongo has thoroughly reviewed all legal and factual aspects of this case with his lawyer and is fully satisfied with that lawyer's legal representation. Jiongo has received from his lawyer explanations satisfactory to him concerning each paragraph of this plea agreement, each of his rights affected by this agreement, and the alternatives available to him other than entering into this agreement. Because he concedes that he is guilty, and after conferring with his lawyer, Jiongo has concluded that it is in his best interest to enter into this plea agreement and all its terms, rather than to proceed to trial in this case.

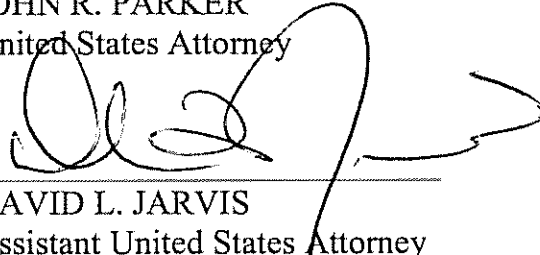
12. **Entirety of agreement:** This document is a complete statement of the parties' agreement and may not be modified unless the modification is in writing and signed by all parties. This agreement supersedes any and all other promises, representations, understandings, and agreements that are or were made between the parties at any time before the guilty plea is entered in court. No promises or representations have been made by the United States except as set forth in writing in this plea agreement.

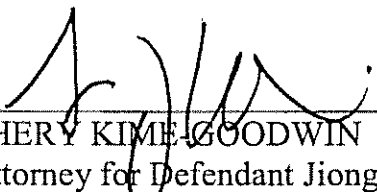
[REMAINDER OF PAGE LEFT BLANK, ONLY SIGNATURES FOLLOW]

AGREED TO AND SIGNED this 25th day of April, 2017.

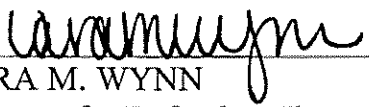

CHRISTOPHER ARNOLD JIONGO
Defendant

JOHN R. PARKER
United States Attorney


DAVID L. JARVIS
Assistant United States Attorney
Texas State Bar No. 10585500
1100 Commerce Street, Third Floor
Dallas, Texas 75242-1699
Telephone: 214-659-8729
Facsimile: 214-659-8812
Email: david.jarvis@usdoj.gov


SHERY KIME GOODWIN
Attorney for Defendant Jiongo
Bar No. 00792624


KATHERINE A. MILLER
Deputy Criminal Chief


LARA M. WYNN
Attorney for Defendant Jiongo
Texas Bar No. 24077894

I have read (or had read to me) this Plea Agreement and have carefully reviewed every part of it with my attorney. I fully understand it and voluntarily agree to it.


CHRISTOPHER ARNOLD JIONGO
Defendant

April 25, 2017
Date

I am the defendant's counsel. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge and belief, my client's decision to enter into this Plea Agreement is an informed and voluntary one.


SHERY KIME GOODWIN
Attorney for Defendant Jiongo

4/26/17
Date


LARA M. WYNN
Attorney for Defendant Jiongo

4/25/17
Date

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
2017 JUN -6 PM 3:33

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UNITED STATES OF AMERICA

NO. 3:16-CR-406-N

v.

(Supersedes indictment returned
on 9-7-16 as to all defendants)

CRAIG A. OTTESON (01)
JAY BRUCE HEIMBURGER (02)
CHRISTOPHER ARNOLD JIONGO (03)

INDICTMENT

The Grand Jury Charges:

Count One

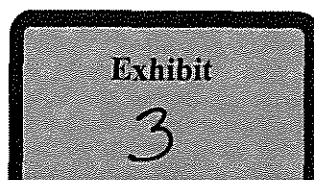
Conspiracy to Commit Wire Fraud
Violations of 18 U.S.C. § 1349 (18 U.S.C. § 1343)

At all times material to the indictment:

Introduction

1. On or about June 14, 2010, Stonebridge Advisors, LLC (Stonebridge) was established as a Texas limited liability partnership conducting business at 6029 Belt Line Road, Suite 11, Dallas, Texas 75254, in the Dallas Division of the Northern District of Texas. Stonebridge was involved as the Managing Partner of Worldwide Diamond Ventures, L.P. (Worldwide Diamond). Defendant **Craig A. Otteson** acted as the Managing Member and Chief Compliance Officer of Stonebridge. Defendant **Jay Bruce Heimburger** acted as a Principal Partner of Stonebridge. Stonebridge also acted as the General Partner of Worldwide Diamond.

Indictment - Page 1



Certified a true copy of an instrument
on file in my office on 6/19/18
Clerk, U.S. District Court,
Northern District of Texas
L. [Signature] Deputy

2. On or about January 11, 2008, JBH Securities, Inc. (JBH) was established as a corporation in Texas conducting business at 1507 San Rafael, Dallas, Texas 75218 in the Dallas Division of the Northern District of Texas. JBH was primarily involved in the business of providing investment advice. In the JBH incorporation documents, defendant **Heimbürger** was listed as the registered agent and director of JBH.

3. On or about June 22, 2010, Worldwide Diamond Ventures, L.P. (Worldwide Diamond) was initially established as a Texas limited liability partnership conducting business at 6029 Belt Line Road, Suite 11, Dallas, Texas 75254 in the Dallas Division of the Northern District of Texas. Worldwide Diamond was primarily involved in the business of buying and reselling diamonds on the international market.

4. Defendant **Otteson** acted as the Managing General Partner of Worldwide Diamond. As the Managing General Partner of Worldwide Diamond, **Otteson** (through Stonebridge) had control over Worldwide Diamond funds. Defendants **Otteson** and **Heimbürger** worked together to handle “client services” for Worldwide Diamond.

5. On or about June 23, 2010, Worldwide Diamond signed an “Amended and Restated Agreement of Limited Partnership”.

6. On or about February 18, 2011, Worldwide Diamond entered into an “agent agreement” with American Safe Retirements (ASR) to act as agents of Worldwide Diamond to solicit outside investors to purchase “Non-Recourse Promissory Notes” (diamond notes) in the amount of \$50,000 per note. Defendant **Heimbürger** assisted in the training of ASR agents. **Heimbürger** told these agents what specific factual

representations to make to potential investors when selling these diamond notes.

7. On or about February 28, 2011, Worldwide Diamond entered into an “agent agreement” with Penumbra Solutions, LLC (Penumbra) to act as agents of Worldwide Diamond to solicit outside investors to purchase these diamond notes.

8. On or about August 22, 2011, Global Reach was registered in the Bahamas as Global Reach Industries Limited. Global Reach was engaged in the investment business. Defendant **Jiongo** was listed as an officer of Global Reach in the formation documents in the Bahamas.

9. On or about October 1, 2013, Worldwide Diamond filed for bankruptcy in the Northern District of Texas, Case Number 13-35115.

The Conspiracy and its Objects

10. Beginning in or about March of 2011, the exact date being unknown to the Grand Jury, and continuing thereafter until at least in or about November 2013, in the Dallas Division of the Northern District of Texas and elsewhere, defendants **Craig A. Otteson, Jay Bruce Heimburger and Christopher Arnold Jiongo**, did unlawfully, knowingly, and willfully conspire and agree together, with each other, and with persons both known and unknown to the Grand Jury, to commit an offense against the United States, namely, the offense of wire fraud, in violation of 18 U.S.C. § 1343.

Manner and Means of the Conspiracy

11. It was part of the conspiracy that:

a) During the period from in or about June 2010 through in or about

March 2011, conspirators initially attempted to raise funds for their new business of purchasing and reselling diamonds by offering the sale of additional limited partnerships in Worldwide Diamond. Worldwide Diamond limited partnerships were offered in the minimum amount of \$100,000. However, conspirators were unable to raise sufficient capital funds through the sale of additional partnerships;

b) Beginning in about March 2011, conspirators attempted to raise additional needed start-up funds by offering for sale to new investors "Non-Recourse Secured Promissory Notes" (the diamond notes). Conspirators hired three outside companies to market and sell diamond notes to investors in Texas, Nevada, and California. **Jiongo** drafted the diamond notes. Each \$50,000 diamond note had a nine-month maturity date and an 8% promised rate of return;

c) After conspirators initially raised over \$5 million from new investors during the period from approximately March through June 2011, conspirators realized that their original business plan promised to investors had failed. In the original business plan, conspirators promised that all invested funds would be used to purchase and resell diamonds. However, by the summer of 2011 conspirators clearly understood that they were not able to purchase and resell diamonds on the market as planned. Beginning in the summer of 2011, conspirators deceived investors by concealing that investor funds were not being used to purchase and resell diamonds;

d) During the period from March through April 2011, conspirators used

over \$300,000 of investor funds to make several unauthorized loans to business friends of the conspirators. Some of these loan funds were used to purchase automobiles. The conspirators concealed all of these unauthorized loans from the investors;

e) Although the conspirators were unable to purchase and resale diamonds as promised to investors, they continued to falsely represent to all investors that the diamond notes were fully secured by diamond inventory and cash. Conspirators knew that the diamond notes were no longer fully secured, and refused to offer each investor the right to request a refund of all or at least part of the funds invested in diamond notes;

f) When each diamond note matured after nine months, conspirators deceived investors by encouraging them to renew their diamond notes, even though the conspirators knew that Worldwide Diamond no longer had sufficient diamond inventory and cash to fully secure each diamond note;

g) During the approximate period from April 2011 through February 2013, conspirators paid monthly interest payments to investors as promised in the note. When selling the diamond notes, conspirators (through their sales agents) represented to every investor that profits from ongoing purchase and resale of diamonds would be used to make monthly investor interest payments. However, conspirators fraudulently concealed from investors that the true source of funds used to pay interest payments were funds conspirators received from other

investors. During the approximate period from about April 2011 to February 2013, conspirators used these “lulling payments” to continue their scheme to defraud investors and avoid investor detection of this fraudulent scheme;

h) During the approximate period from about March 2011 through May 2013, conspirators continued to defraud investors by concealing from investors that conspirators planned to use and loan investor funds for many different purposes unrelated to the purpose and resale of diamonds. Conspirators knew that the investors did not give their consent to use investment funds for any of these unauthorized purposes;

i) Conspirators fraudulently concealed from investors that during the period from March 2011 to July 2011, conspirators made several unauthorized loans of investor funds totaling \$1,447,300 to a third party in connection with a promised future purchase of gold and diamonds. No gold and diamonds were delivered by the third party. These unauthorized loans to a third party were concealed from investors, since the conspirators knew that investors would never agree to the use of investor funds for such a speculative venture;

j) Conspirators fraudulently concealed from investors that on or about August 11, 2011, defendant **Otteson** (on behalf of Worldwide Diamond) signed a promissory note agreeing to loan \$1,000,000 of investor funds to Global Reach Industries, Ltd. (Global Reach) for one year. Defendant **Jiongo** proposed this \$1,000,000 investment in a start-up insurance company. Conspirators concealed

this unauthorized use of investment funds from investors, knowing that conspirators had promised investors that all investment funds would only be used to purchase and resell diamonds;

k) Conspirators fraudulently concealed from investors that on or about June 22, 2011, defendant **Otteson** (on behalf of Worldwide Diamond) represented to the Texas State Securities Board (TSSB) that Worldwide Diamond would “promptly commence the repayment of all notes currently outstanding and will repay such notes in full prior to their respective maturity dates”;

l) Conspirators thereafter fraudulently concealed from investors that **Otteson** promised the TSSB that conspirators would promptly repay investors in full for all outstanding diamond notes;

m) During the period from about December 2011 through May 2013, conspirators **Otteson** and **Heimbürger** continued to deceive investors by sending out renewal letters which falsely represented to investors that Worldwide Diamond was successfully acquiring new diamond inventory;

n) During the period from March through November 2011, conspirators **Otteson**, **Heimbürger** and **Jiongo** defrauded the first round of investors when they fraudulently concealed material information from these investors, including how the conspirators used investor funds and other information, which caused 57 investors to invest a total of \$5,011,699 with Worldwide Diamond Ventures;

o) During the period from February 2012 through May 2013,

conspirators **Otteson** and **Heimbürger** defrauded the second round of investors when they fraudulently concealed material information from investors, including how the conspirators used investor funds and other information, which caused 20 new investors to invest a total of \$1,460,000 with Worldwide Diamond Ventures; and

p) During the period from March 2011 through May 2013, conspirators collected a total of approximately \$6,471,699 from 77 investors. As a result of this investor fraud scheme, these investors sustained a total loss of at least \$4,856,784.

Acts in Furtherance of the Conspiracy

12. In furtherance of the conspiracy and to affect the objects thereof, one or more of the conspirators named in Count One of this Indictment committed the following acts, among others, in the Northern District of Texas and elsewhere:

a) On or about March 10, 2011, Worldwide Diamond (through **Otteson**) loaned \$40,000 of investor funds to a third party business associate.

This loan was repaid in April of 2011;

b) On or about March 25, 2011, Worldwide Diamond (through **Otteson**) loaned \$70,000 of investor funds to a third party business associate.

This loan was repaid in July of 2011;

c) On or about April 29, 2011, Worldwide Diamond (through **Heimbürger**) sent a letter to Worldwide Diamond sales agents that funds

generated by the sale of non-recourse secured promissory notes (diamond notes) had surpassed the size of the diamond inventory and that the sale of more notes must be suspended until more diamonds could be purchased as security for the notes. In this letter, **Heimbürger** concealed from both the Worldwide Diamond sales agents and investors that Worldwide Diamond no longer had sufficient diamond inventory and cash to secure all investor notes;

d) On or about May 13, 2011, Worldwide Diamond (through **Otteson**) entered into agreements to make a loan to a third party. Conspirators knew that the cash used for these loans would be investor funds. These loans were supposedly secured by promises of shipments of gold dust from Ghana, Africa;

e) On or about May 18, 2011, Worldwide Diamond (through **Otteson**) entered into another agreement to loan \$1,000,000 of investor funds to a third party. Conspirators knew that the cash used for these loans would be investor funds. These loans were supposedly secured by promises of shipments of gold dust from Ghana, Africa;

f) On or about June 6, 2011, Worldwide Diamond (through **Otteson**) entered into agreements to make a loan to a third party. Conspirators knew that the cash used for these loans would be investor funds. These loans were supposedly secured by promises of shipments of gold dust from Ghana, Africa;

g) On or about June 20, 2011, Worldwide Diamond (through **Otteson**) entered into another agreement to loan \$1,000,000 of investor funds to a third

party. Conspirators knew that investor funds were used for this loan and that this \$1,000,000 risky loan was concealed from investors. These loans were supposedly secured by promises of shipments of gold dust from Ghana, Africa;

h) During the period from in or about March through July 2011, conspirators sent a total of approximately \$1,447,300 to a third party in the United States and also to companies in Ghana, Africa in connection with the possible purchase of gold dust and diamonds, but no gold or diamonds were ever shipped to Worldwide Diamond. **Otteson, Heimbürger** and **Jiongo** knew that none of the investors agreed to use investor funds to make these unauthorized loans. As part of the scheme to defraud, coconspirators fraudulently concealed from Worldwide Diamond investors that investor funds were used in this manner;

i) On or about July 27, 2011, Worldwide Diamond (through **Otteson**) wire transferred \$1,000,000 to Global Reach Industries, Ltd. (Global Reach) as a loan to finance the start-up of a new insurance company. Both **Otteson** and **Heimbürger** approved of using \$1,000,000 of investor funds for this unauthorized purpose. Defendant **Jiongo** was the President of Global Reach. During the period July through August of 2011, defendant **Jiongo** disbursed the proceeds of this \$1,000,000 loan. **Jiongo** disbursed \$600,000 of investor funds into his own bank account and \$400,000 of investor funds into the accounts of third parties. Conspirators knew that investor funds were used to finance this \$1,000,000 loan and that investors never agreed to use investor funds to make this unauthorized

loan. Conspirators fraudulently concealed from Worldwide Diamond investors that investor funds were used in this manner;

j) On or about January 1, 2012, Worldwide Diamond (through **Otteson** and **Heimbürger**) entered into a service agreement with a person in California (F.H.), an individual known to the grand jury, to act as a Worldwide Diamond consultant for the purpose of selling non-recourse promissory notes (diamond notes) to clients from the Chinese-American community in California;

k) During this period, conspirators caused Worldwide Diamond sales agent F.H. to represent to potential new investors that Worldwide Diamond had sufficient diamond inventory or cash to fully secure any promissory notes.

However, conspirators knew that this representation to investors was false and that Worldwide Diamond did not have cash or diamonds to secure these notes;

l) In March of 2013, **Otteson** and **Heimbürger** met with sales agent F.H. and falsely represented to F.H. that all the diamond notes F.H. sold to her clients were safe and secure. **Otteson** and **Heimbürger** also concealed from sales agent F.H. that Worldwide Diamond was out of funds and that any new investor funds would be used to pay interest payments on prior investors. During this meeting, **Otteson** and **Heimbürger** concealed from F.H. that millions of investor dollars were used to finance several unauthorized risky loans to third parties;

m) During the period from about February through November 2012, Worldwide Diamond sales agent F.H. sold approximately \$1,080,000 of new

promissory notes to 20 new investors in California; and

n) During the period from about March 2011 through May 2013, conspirators fraudulently used investor funds in the amount of \$655,000 to make “lulling” interest payments to other investors via United States mail.

The Grand Jury hereby realleges and incorporates, by reference herein, all of the allegations set forth in Counts Two through Nine of this indictment, as additional acts in furtherance of this conspiracy.

In violation of 18 U.S.C. § 1349 (18 U.S.C. § 1343).

Counts Two through Four
Wire Fraud and Aiding and Abetting
(Violations of 18 U.S.C. §§ 1343 and 2)

1. The Grand Jury hereby adopts, realleges and incorporates by reference herein the allegations contained in the Introduction and in Count One of this Indictment as if fully set forth herein.

Scheme to Defraud Investors

2. During the period from in or about March through November 2011, defendants **Craig A. Otteson, Jay Bruce Heimbarger, and Christopher Arnold Jiongo**, aided and abetted by each other and others both known and unknown to the Grand Jury, knowingly and with intent to defraud, devised and intended to devise a scheme to defraud investors, and to obtain money and property from these investors by means of materially false and fraudulent pretenses, representations, and promises.

Manner and Means

3. It was a part of the scheme and artifice to defraud that defendants falsely represented to investors that all investment funds would be used to buy and resell diamonds and that every dollar invested would always be fully secured by the cash and diamond inventory of Worldwide Diamond.

4. It was a further part of the scheme and artifice to defraud that during the period from March through November 2011, defendants continued to defraud investors by fraudulently concealing from investors that investment funds would be used for purposes unrelated to the purchase and resale of diamonds. These other purposes

included making several loans totaling approximately \$2.4 million to third parties and to defendant **Jiongo** for purposes not disclosed to or authorized by the investors.

5. It was a further part of the scheme and artifice to defraud that all defendants fraudulently concealed from Worldwide Diamond investors that Worldwide Diamond loaned \$1 million to Global Outreach Industries, a company established and controlled by defendant **Jiongo**. During July and August 2011, defendants agreed to wire transfer \$1 million dollars of investor funds into several bank accounts designated by defendant **Jiongo**. Defendant **Jiongo** caused \$630,000 of these investor funds to be wire transferred directly into a trust account controlled by **Jiongo**. During the period August through November 2011, **Jiongo** caused several wire transfers of funds from his trust account to third parties, as set forth in Counts Two, Three and Four of this indictment.

6. It was a further part of the scheme and artifice to defraud that defendants fraudulently concealed from Worldwide Diamond investors that their investment funds were being not used to purchase and resell new diamonds but to make unauthorized loans and to make “lulling” interest payments to other Worldwide Diamond investors. Defendants also concealed from investors that the source of these interest payments were investment funds previously obtained from other investors.

7. As a result of this scheme to defraud during the period March through November 2011, defendants fraudulently collected about \$5,011,699 from Worldwide Diamond investors.

Interstate Wire Transfers Used to Carry Out the Scheme to Defraud

8. On or about the dates indicated below, in the Dallas Division of the Northern District of Texas, and elsewhere, defendants **Craig A. Otteson, Jay Bruce Heimburger, and Christopher Arnold Jiongo**, for Counts Two, Three and Four, respectively, aided and abetted by each other and by others known and unknown to the Grand Jury, for the purpose of executing the scheme to defraud described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, signals, and sounds described below for each count, each use of interstate wire communications constituting a separate count of this indictment:

Count	Date of Wire	Description of Interstate Wire Transmission
2	9-15-2011	Wire transfer of \$100,000 from J.P. Morgan Chase Bank account number XXX-XXX- 4187, located in Dallas, Texas in the name of account holder the IOLTA trust account of Christopher Jiongo , to BB&T International Services, in the name of account holder E.L., account number XXX-XXX-0160, located in Charlotte, North Carolina
3	9-21-2011	Wire transfer of \$10,000 from J.P. Morgan Chase Bank account number XXX-XXX- 4187, located in Dallas, Texas in the name of account holder the IOLTA trust account of Christopher Jiongo , to Fifth Third Bank, in the name of account holder R.S., account number XXX-XXX-0314, located in Cincinnati, Ohio

Count	Date of Wire	Description of Interstate Wire Transmission
4	11-18-2011	Wire transfer of \$60,000 from J.P. Morgan Chase Bank account number XXX-XXX- 4187, located in Dallas, Texas in the name of account holder the IOLTA trust account of Christopher Jiongo , to Fifth Third Bank, in the name of account holder R.S., account number XXX-XXX-0314, located in Cincinnati, Ohio

In violation of 18 U.S.C. §§ 1343 and 2.

Counts Five through Nine
Mail Fraud and Aiding and Abetting
(Violations of 18 U.S.C. §§ 1341 and 2)

1. The Grand Jury hereby adopts, realleges and incorporates by reference herein the allegations contained in the Introduction and in Count One of this Indictment as if fully set forth herein.

Scheme to Defraud Investors

2. During the period from in or about March 2011 through May 2013, defendants **Craig A. Otteson** and **Jay Bruce Heimburger**, aided and abetted by each other and others both known and unknown to the Grand Jury, knowingly and with the intent to defraud, devised and intended to devise a scheme to deceive and defraud investors, and to obtain money and property from these investors by means of materially false and fraudulent pretenses, representations, and promises.

Manner and Means

3. It was a part of the scheme and artifice to defraud that defendants falsely represented to investors that all investment funds would be used to buy and resell diamonds and that every dollar invested would always be fully secured by the cash and diamond inventory of Worldwide Diamond.

4. It was a further part of the scheme and artifice to defraud that during the period from March through November 2011, defendants continued to defraud investors by fraudulently concealing from investors that investment funds would be used for purposes unrelated to the purchase and resale of diamonds. These other purposes

included making several loans totaling about over \$2.4 million to third parties and to defendant Jiongo for speculative high risk ventures. The defendants concealed the existence of these unauthorized loans from Worldwide Diamond investors.

5. It was a further part of the scheme and artifice to defraud that all defendants fraudulently concealed from Worldwide Diamond investors that Worldwide Diamond loaned \$1 million to a Global Outreach Industries, a company formed and controlled by defendant Jiongo.

6. It was a further part of the scheme and artifice to defraud that defendants **Otteson** and **Heimbürger** fraudulently concealed from Worldwide Diamond investors that their investment funds were being used not to purchase and resell new diamonds but to make unauthorized loans and to make “lulling” interest payments to other Worldwide Diamond investors.

7. As a result of this scheme to defraud during the period March 2011 through May 2013, defendants fraudulently collected about \$6,471,699 from 77 Worldwide Diamond investors.

Execution of the Scheme to Defraud Through Use of United States Mails

8. On or about the dates listed below, in the Dallas Division of the Northern District of Texas and elsewhere, defendants **Craig A. Otteson** and **Jay Bruce Heimbürger**, for Counts Five through Nine, respectively, aided and abetted by each other and by others known and unknown to the Grand Jury, for the purpose of carrying out and executing the scheme and artifice to defraud alleged herein, and attempting to do

so, did knowingly deposit and cause to be deposited and sent and delivered by the United States Postal Service, an envelope, by and through facilities located in the Northern District of Texas, according to the directions thereon, as more fully alleged below:

Count	Date of Mailing	Investor Check Mailed via U.S. Postal Service
5	2-17-2012	Sent by: Investor M.L. Sent to: Worldwide Diamond Ventures Contents: \$50,000 check drawn on the checking account of investor M.L. at Metro United Banks account number XXX-XXX-7611 to purchase one \$50,000 nine month promissory note as an investment in Worldwide Diamond Ventures
6	3-16-2012	Sent by: Investor K.S. Sent to: Worldwide Diamond Ventures Contents: \$60,000 check drawn on the checking account of investor K.S. at Harleysville Savings Bank account number XXX-XXX-8654 to purchase one \$60,000 nine month promissory note as an investment in Worldwide Diamond Ventures
7	3-18-2013	Sent by: Investor J.Z. Sent to: Worldwide Diamond Ventures Contents: \$50,000 check drawn on the checking account of investor J.Z. at Bank of America account number XXX-XXX-8617 to purchase one \$50,000 nine month promissory note as an investment in Worldwide Diamond Ventures

Count	Date of Mailing	Investor Check Mailed via U.S. Postal Service
8	3-18-2013	Sent by: Investor Z-YL Sent to: Worldwide Diamond Ventures Contents: \$50,000 check drawn on the checking account of investor Z-YL at Bank of America account number XXX-XXX-8083 to purchase one \$50,000 nine month promissory note as an investment in Worldwide Diamond Ventures
9	3-18-2013	Sent by: Investor H.H. Sent to: Worldwide Diamond Ventures Contents: \$50,000 check drawn on the checking account of investor H.H. at J.P. Morgan Chase Bank account number XXX-XXX-9282 to purchase one \$50,000 nine month promissory note as an investment in Worldwide Diamond Ventures

In violation of 18 U.S.C. §§ 1341 and 2.

Forfeiture Notice

(18 U.S.C. §§ 982(a)(2); 981(a)(1)(c); and 28 U.S.C. § 2461)

Upon conviction for any of the offenses alleged in Counts One through Ten of this indictment, the defendants, **Craig A. Otteson, Jay Bruce Heimburger and Christopher Arnold Jiongo**, shall forfeit to the United States of America, pursuant to 18 U.S.C. §§ 982(a)(2) and 981(a)(1)(c) as incorporated by 28 U.S.C. § 2461(c), any and all property, real or personal, constituting, or derived from proceeds the defendants obtained, directly or indirectly, as a result of any of the offenses alleged in Counts One through Nine, including the total proceeds obtained, directly or indirectly, as a result of any of these offenses, commonly referred to as the “money judgment”. In addition to the money judgment, the property to be forfeited includes, but is not limited to:

Substitute Assets

Pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. §§ 982(b)(1) and 28 U.S.C. § 2461(c), if any of the property described above, as a result of any act or omission of the defendant[s]:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property up to the

value of the previously described property that is subject to forfeiture.

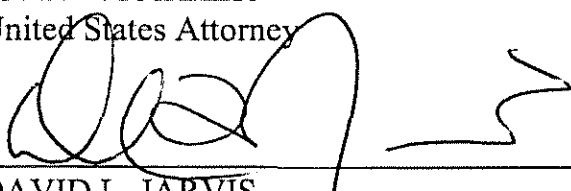
All pursuant to 18 U.S.C. §§ 982, 981, 21 U.S.C. § 853(p) and 28 U.S.C. § 2461(c).

A TRUE BILL



FOREPERSON

JOHN R. PARKER
United States Attorney



DAVID L. JARVIS
Assistant United States Attorney
Texas Bar No. 10585500
1100 Commerce Street, Third Floor
Dallas, Texas 75242-1699
Telephone: 214.659.8729
Facsimile: 214.659.8812
david.jarvis@usdoj.gov

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

THE UNITED STATES OF AMERICA

v.

CRAIG A. OTTESON (01)
JAY BRUCE HEIMBURGER (02)
CHRISTOPHER ARNOLD JIONGO (03)

SUPERSEDING INDICTMENT
18 USC § 1349 (18 USC § 1343)
Conspiracy to Commit Wire Fraud

18 USC §§ 1343 and 2
Wire Fraud and Aiding and Abetting

18 USC §§ 1341 and 2
Mail Fraud and Aiding and Abetting

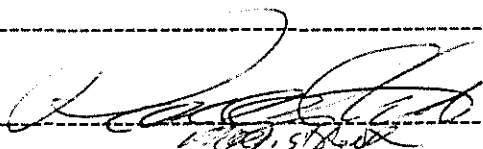
18 USC §§ 982(a)(2); 981(a)(1)(c); and 28 U.S.C. § 2461
Forfeiture Notice
9 Counts

A true bill rendered

DALLAS

Filed in open court this 6th day of June, 2017.

No Warrant Needed


UNITED STATES DISTRICT JUDGE
Criminal Case Pending: 3:16-CR-406-N


FOREPERSON

United States District Court
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE

v.

CHRISTOPHER ARNOLD JIONGO

Case Number: 3:16-CR-00406-D(3)

USM Number: 54714-177

Sherylynn A Kime-Goodwin
Defendant's Attorney

THE DEFENDANT:

☐	pleaded guilty to count(s)	
☒	pleaded guilty to count(s) before a U.S. Magistrate Judge, which was accepted by the court.	2 of the indictment filed on September 7, 2016.
☐	pleaded nolo contendere to count(s) which was accepted by the court	
☐	was found guilty on count(s) after a plea of not guilty	

The defendant is adjudicated guilty of these offenses:

Title & Section / Nature of Offense

18 U.S. C. § 1343 and 2 Wire Fraud and Aiding and Abetting

Offense Ended

09/15/2011

Count

2

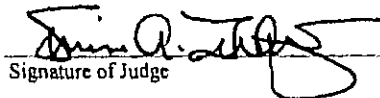
The defendant is sentenced as provided in pages 2 through 8 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- ☐ The defendant has been found not guilty on count(s)
- ☒ It is ordered that counts 1, 3, and 4 of the indictment, and counts 1 through 4 of the superseding indictment are 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.

November 21, 2017

Date of Imposition of Judgment



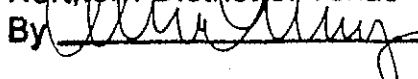
Signature of Judge

SIDNEY A. FITZWATER
UNITED STATES DISTRICT JUDGE

Name and Title of Judge

Certified a true copy of an instrument
on file in my office on 6.19.18

Clerk, U.S. District Court,
Northern District of Texas

By  Deputy

November 21, 2017

Date

Exhibit

4

DEFENDANT: CHRISTOPHER ARNOLD JIONGO
CASE NUMBER: 3:16-CR-00406-D(3)

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of:
forty-six (46) months as to count 2.

☒ The court makes the following recommendations to the Bureau of Prisons:

that the defendant be assigned to FPC-Bastrop, Texas, if eligible.

☐ 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 ☐ a.m. ☐ p.m. 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 p.m. on Tuesday, January 9, 2018

☐ 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

DEFENDANT: CHRISTOPHER ARNOLD JIONGO
CASE NUMBER: 3:16-CR-00406-D(3)

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of: **two (2) years.**

MANDATORY CONDITIONS

1. You must not commit another federal, state or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.
 - ☒ The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. *(check if applicable)*
4. ☐ You must make restitution in accordance with 18 U.S.C. §§ 3663 and 3663A or any other statute authorizing a sentence of restitution. *(check if applicable)*
5. ☒ You must cooperate in the collection of DNA as directed by the probation officer. *(check if applicable)*
6. ☐ You must comply with the requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16901, et seq.) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which you reside, work, are a student, or were convicted of a qualifying offense. *(check if applicable)*
7. ☐ You must participate in an approved program for domestic violence. *(check if applicable)*

You must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

DEFENDANT: CHRISTOPHER ARNOLD JIONGO
CASE NUMBER: 3:16-CR-00406-D(3)

STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.
4. You must answer truthfully the questions asked by your probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
12. If the probation officer determines that you pose a risk to another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. I understand additional information regarding these conditions is available at www.txnp.uscourts.gov.

Defendant's Signature _____

Date _____

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SPECIAL CONDITIONS OF SUPERVISION

Pursuant to the Mandatory Victims Restitution Act of 1996, the defendant is ordered to pay restitution in the amount of **\$3,786,565.26**, payable to the United States District Clerk for disbursement to the victims listed below, jointly and severally with codefendants Craig Allen Otteson and Jay Bruce Heimburger. Restitution shall be payable immediately and any remaining balance shall be payable during incarceration. If upon commencement of the term of supervised release any part of the restitution remains unpaid, the defendant shall make payments on such unpaid balance in monthly installments of not less than **10%** of the defendant's gross monthly income, or at a rate of not less than **\$50** per month, whichever is greater, until the restitution is paid in full. Payment shall begin no later than 60 days after the defendant's release from confinement and shall continue each month thereafter until the balance is paid in full. In addition, at least 50 percent of the receipts received from gifts, tax returns, inheritances, bonuses, and lawsuit awards, shall be paid toward the unpaid balance within 15 days of receipt. This payment plan shall not affect the ability of the United States to immediately collect payment in full through garnishment, the Treasury Offset Program, the Inmate Financial Responsibility Program, the Federal Debt Collection Procedures Act of 1990 or any other means available under federal or state law. It is ordered that interest on the unpaid balance is waived pursuant to 18 U.S.C. § 3612(f)(3).

No.	Investor	Amount Lost	No.	Investor	Amount Lost
1	Boreas, L.	\$38,797.87	26	Browne, H.	\$32,202.66
2	Ley, J.	\$38,464.54	27	Carter, C.	\$44,131.15
3	Zeng, D.	\$81,463.87	28	Dillon, R.	\$30,693.13
4	Gliottone, G.	\$148,266.63	29	Dillon, S.	\$41,678.03
5	Liu, K.	\$38,797.87	30	Li, S.	\$84,945.84
6	Rusthoven, B.	\$92,981.30	31	Michaud, C.	\$52,369.33
7	Buado, R.	\$41,385.81	32	Musso, L.	\$107,714.79
8	Carlson, M.	\$83,071.41	33	Zheng, F.	\$116,533.37
9	Xu, D.	\$88,262.20	34	Catrett Holdings, LLC	\$88,262.20
10	Horton, R.	\$20,732.25	35	Mirando, J.	\$61,584.63
11	Albin, O.	\$37,797.87	36	Blue Diamond, LLC	\$67,552.48
12	Li, H.	\$181,857.76	37	Kline, C.	\$249,000.00
13	Curreri, A.	\$71,143.15	38	Landolt, J. T.	\$44,464.48
14	Lee, N. J.	\$28,098.34	39	Barnes, M.	\$118,391.64
15	Lachance, E.	\$87,503.17	40	Kusnir, D. (Carpenter, D. for the Estate)	\$199,000.00
16	Buado, M.	\$55,196.61	41	Langham, J.	\$133,393.35
17	Tillery, P.	\$17,232.23	42	Ley, R.	\$39,131.20
18	Womack, G.	\$39,797.86	43	Sanders, K.	\$42,333.41
19	Liu, J.	\$64,609.87	44	Weerapan, C.	\$44,464.48
20	Zausmer, G.	\$11,278.73	45	Thompson, L.	\$62,609.87
21	Bourg, B. A.	\$38,464.54	46	Yancy, L. A.	\$50,825.01
22	Curreri, An.	\$279,000.00	47	Young, R.	\$41,159.60
23	Calderoni, J.	\$44,254.50	48	Deichman, A.	\$151,550.02
24	Horton, K.	\$18,985.22	49	Wheeler, M.	\$41,008.05
25	Boatwright, R.	\$46,666.70	50	Schumacher, K.	\$147,486.24
				Total:	\$3,786,595.26

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SPECIAL CONDITIONS OF SUPERVISION

The defendant shall refrain from incurring new credit charges or opening additional lines of credit without approval of the probation officer unless the probation officer makes a determination that the defendant is in compliance with the payment schedule.

The defendant shall provide to the probation officer any requested financial information.

The defendant shall not be employed by, affiliated with, own or control, or otherwise participate, directly or indirectly, in the business of selling securities or other investments, or the legal representation of any individual involved in these pursuits, without the probation officer's approval.

The defendant shall participate in mental health treatment services as directed by the probation officer until successfully discharged. These services may include medications prescribed by a licensed physician. The defendant shall contribute to the costs of services rendered (copayment) at a rate of at least \$10 per month.

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CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	Assessment	JVTA Assessment*	Fine	Restitution
TOTALS	\$100.00	\$0.00	\$0.00	\$3,786,595.26

- ☐ The determination of restitution is deferred until *An Amended Judgment in a Criminal Case (AO245C)* will be entered after such determination.
- ☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Restitution of \$3,786,595.26, jointly and severally with co-defendants Craig Allen Otteson (3:16-cr-406-(01) and Jay Bruce Heimburger (3:16-cr-406- (02) to:

the victims listed on page 5 of this judgment.

- ☐ 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 ☐ fine ☒ restitution
- ☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* 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.

DEFENDANT: CHRISTOPHER ARNOLD JIONGO
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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 payments of \$100.00 due immediately, balance due
☐ not later than _____, or
☐ in accordance ☐ 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 20 (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 _____ (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
- F ☒ Special instructions regarding the payment of criminal monetary penalties:

See special condition of supervision regarding restitution, as if set forth in full.

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
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.
- ☐ Defendant shall receive credit on his restitution obligation for recovery from other defendants who contributed to the same loss that gave rise to defendant's restitution obligation.
- ☐ The defendant shall pay the cost of prosecution.
- ☐ 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) fine principal, (5) fine interest, (6) community restitution, (7) JVT Assessment, (8) penalties, and (9) costs, including cost of prosecution and court costs.

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Amanda M. Kates, Petitioner's attorney of record, who, being by me duly sworn, deposed as follows:

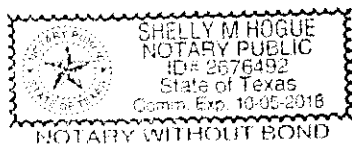
"My name is Amanda M. Kates. I am over the age of 18 years, of sound mind, capable of making this affidavit, and state the following:

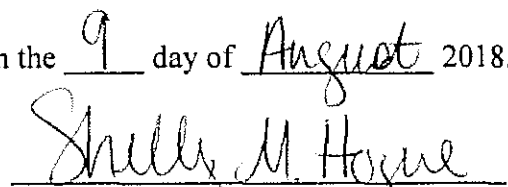
Based upon information and belief, Christopher A. Jiongo, whose Texas Bar Card Number is 10667800, is licensed as an attorney and counselor at law in the State of Texas. Based upon information and belief, Christopher A. Jiongo, named as Respondent in the Petition for Compulsory Discipline filed with the Board of Disciplinary Appeals is one and the same person as the Christopher Arnold Jiongo who is the subject of the judgment entered in Cause No. 3:16-CR-00406-D(3), styled *United States of America v. Christopher Arnold Jiongo*, in the United States District Court for the Northern District of Texas, Dallas Division, wherein Respondent pled guilty to Count Two of the Indictment filed on September 7, 2016 – Wire Fraud and Aiding and Abetting, in violation of 18 U.S.C. §§ 1343 and 2, and was committed to the custody of the Bureau of Prisons for a total term of forty-six (46) months, ordered that upon release from imprisonment to be on supervised release for two (2) years and was further ordered to pay restitution in the amount of \$3,786,565.26."

FURTHER Affiant saith not.


Amanda M. Kates

SWORN AND SUBSCRIBED before me on the 9 day of August 2018.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

