

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 08-CR-30169-MJR-PMF
	)	
STACIE GARY,	)	
	)	
Defendant.	)	

**DEFENDANT’S MEMORANDUM IN SUPPORT OF OBJECTIONS TO THE  
PRESENTENCE INVESTIGATION**

***I. Introduction***

The crux of Defendant’s objections to the Presentence Investigation Report involve the foreclosure of the residence where she lived with her family. Speculation as to what might have happened with the foreclosure is not evidence. The Government bears the burden of showing to this Honorable Court exactly what would have happened had the fraud from hiding the worker’s compensation settlement not been disclosed.

This simple Bankruptcy fraud case is as confusing as it is complex because Defendant was caught and stopped before the fraud was able to proceed any further. It is an attempted fraud and as such the calculation of actual loss, intended loss and restitution are difficult to calculate.

In March of 2007 Keith and Stacie Gary filed for protection under Chapter 13 of the Bankruptcy Code so as not to lose their house. They had previously discharged their debts in 2003 under a Bankruptcy filed pursuant to Chapter 7. Since their debts were discharged under Chapter 7 within 8 years of the Bankruptcy at issue here, the Garys would have been prohibited from having their debts discharged had the Chapter 13 at issue here been converted to a Chapter 7. In essence they were “stuck” with proceeding with the Chapter 13 so as to keep their house.

At the time of the March 2007 filing the Garys were behind on their house payment. Novastar Mortgage had already instituted foreclosure proceedings. They were approximately \$9,000.00 in arrears. When Defendant and her husband filed for Bankruptcy protection under Chapter 13 as part of the Plan (Exhibit A) entitled Residential and Non-Residential Mortgages on Real Estate and Mobile Homes they would have been required to pay \$1,650.00 per month as mortgage for the residence. Attached hereto and marked Exhibit B is the Complaint to Foreclose Mortgage filed February 7, 2007. On page 20 is the Balloon Note indicating that as of July 21, 2006 the Garys would have a monthly payment of \$1,412.52. This shows that the \$1,650.00 monthly payments called for in the Chapter 13 Bankruptcy Plan was considerably more than the payments they were already unable to make. Because they were prohibited from having the debt discharged as a result of their 2003 Chapter 7, the Garys' Chapter 13 Plan was unrealistic.

When they appeared for the creditor's meeting on May 3, 2007 the Garys lied about and hid the \$56,088.30 that Stacie received in a Worker's Compensation settlement. It is the contention of the PSR that but for hiding the \$56,088.30 Norvastar would not have foreclosed on the home and as such there would not have been a deficiency of \$58,516.41. This is pure conjecture and pursuant to what the Seventh Circuit held in both *U.S.A. v. Schroeder*, 536 F.3d 746 (7<sup>th</sup> Cir. 2008) and *U.S.A. v. Soto-Piedra*, 525 F.3d 527 (7<sup>th</sup> Cir. 2008) the Government bears the burden of proving to this Honorable Court that this assumption is correct.

## ***II. Actual loss***

### ***A. Calculation of Value of Hidden Asset***

For purposes of actual loss, the Seventh Circuit's finding in *Middlebrook* is clear. *Middlebrook* stands for the proposition that actual loss is that amount which is hidden from the bankruptcy estate. It defines actual loss as "the value of the property taken, damaged, or destroyed," which here is the \$56,088.30 the Garys attempted to hide from the Bankruptcy Court. *Middlebrook* goes on to instruct Courts, on page 578 to determine "the reasonably

foreseeable pecuniary harm that resulted from the offense.” U.S.S.G. §2B1.1, n.3(A)(I). Any debts listed in the Chapter 13 filing *pre-existed* the filing—they still have not been discharged and were not the result of the fraud.

The Garys filed for protection under Chapter 13 in order to stay in their home and to repay their creditors over time. They did not file the Chapter 13 in order to discharge debts. Even if they wanted to discharge debts, as mentioned above, they would have been prevented from doing so as a result of the Chapter 7 they filed in 2003. That means that the starting point for calculating actual loss should be the value of the concealed asset which here is \$56,088.30.

On May 27, 2009 the undersigned and Steve Williams who represents Keith Gary met with Assistant U.S. Attorney Liam Coonan and Bankruptcy Trustee Mark Skaggs. After discussing the application of *Middlebrook* the parties discussed the impact that claiming the \$56,088.30 on their Chapter 13.

Based on this May 27, 2009 conversation, Defendant believes that at most the actual loss for the bankruptcy fraud would be approximately \$33,892.20. Defendant posits this figure as a means of showing what might have happened and would expect that the Government would be required to present evidence to meet its burden at Sentencing. Again, the Government bears the burden to show this Honorable Court what wheels would have begun to spin and what would have happened.

The undersigned states on information and belief, and in accord with the aforesaid May 27, 2009 meeting, that in situations where a worker’s compensation or personal injury claim is paid in a Chapter 13 proceeding that the Bankruptcy trustee and debtor’s attorney will negotiate a settlement. There was a \$56,088.30 “pie” that would have had to be cut up in the Bankruptcy proceedings. Here, based on common practice in Bankruptcy court the Gary’s would have been allowed to keep 33% of the \$56,088.30 or about \$18,696.00. Of the remaining \$37,392.30 the \$3,500.00 in attorney’s fees would have been paid. This results in the actual loss of \$33,892.20.

*B. Novastar foreclosure*

*1. Speculation*

The problem, as the PSR correctly points out, is what impact the Garys fraud had on the foreclosure proceeding in the Chapter 13 proceeding. Individuals with cash flow problems are entitled to protection under Chapter 13 of the Bankruptcy Code, so insofar as the PSR claims that listing the \$56,088.30 worker's compensation settlement would have made them ineligible for a Chapter 13, the PSR is incorrect. It is the Government's burden to prove otherwise.

Had the Garys included the \$56,088.30 in their Petition wheels would have begun to spin which would have impacted the actual loss. It is speculation as to what the precise figure for the actual loss would be. It is speculation as to what would have transpired. Based on Exhibit A, it is clear that the Plan adopted by the Trustee would have frustrated the Garys' intention and desire to remain in their house. The Garys were victims in the ongoing sub prime mortgage fiasco. They took out a loan which they were unable to repay. It would have been impossible for them to make monthly payments of \$1,650.00 per month called for in the Plan because they were already incapable of making the \$1,412.52 monthly payments called for in the mortgage.

Yet the PSR claims that had the \$56,088.30 hidden asset been disclosed there would have been no foreclosure. This is not correct because as stated above, their monthly mortgage payments under the Chapter 13 Plan would have been \$1,650.00. (Exhibit A) Keith Gary became unemployed shortly after the Bankruptcy filing and Stacie Gary became unemployed in July of 2008. They could not make monthly mortgage payments of \$1,412.52 so it would have been unrealistic for the Garys to pay nearly \$200.00 a month to remain in their home. Under this set of circumstances the Garys would not have been able to continue making payments under their Chapter 13 plan. Since they would have been unable to make those payments and the house would have been foreclosed. It is the Government's burden to show otherwise.

2. *PSR fails to Exclude Fees, Interest and Other Related Costs as Required Under Application Note 3 (D)(i) to U.S.S.G. §2B1.1*

Application Note 3 (D)(i) to U.S.S.G. §2B1.1 states that loss shall not include “interest of any kind, finance charges, late fees, penalties, amounts based on an agreed-upon return or rate of return [or] other similar costs.” As the PSR points out, Novastar obtained a deficiency judgment against Keith and Stacie Gary in the amount of \$58,516.41. However, the PSR failed to exclude over \$25,761.90 in interest and fees as required by Application Note 3(D)(i).

As shown by Exhibit C entitled Affidavit of Prove-Up, the amount owed on the property was \$166,473.59. When all of the “extras” including \$17,479.63 in interest and \$211.89 in late charges were taken into account the total owed was \$184,984.03. The Report of Sale (Exhibit D) shows that \$8,070.38 in interest accrued as of the time of the sale. Ultimately, (Exhibit E) the property sold for \$141,015.00. As such, and in accord with Application Note 3 (D)(I), the following should be excluded:

\$17,479.63	interest
8,070.38	interest accrued as of time of sale
<u>211.89</u>	late charges
\$25,761.90	

Subtracting this \$25,761.90 from the deficiency judgment of \$58,516.41 results in a loss attributable to the foreclosure of \$32,754.51.

In the event this Honorable Court concludes that the foreclosure *should* be included in the actual loss, as a fallback, it is Ms. Gary’s position that the actual loss could *not* exceed \$57,646.51. This figure is arrived at by adding the above \$32,754.51 to the \$33,892.20 in actual loss resulting from the concealment of the Worker’s Compensation check. In order to avoid double counting, this \$66,646.71 figure should be reduced by at least \$9,000.00 to account for the arrearage on the house that existed at the time the Chapter 13 was filed. \$66,646.71 - \$9,000.00 = \$57,646.51.

### ***III. Intended loss***

Here, the intended loss would be equal to the settlement the creditors would have received had the settlement been disclosed, which would be the \$33,892.20 mentioned above.

The Garys sought protection under Chapter 13 of the Bankruptcy Code. They were legally prohibited from converting the Chapter 13 into a Chapter 7 and discharge debts. Their intent for purposes of Chapter 13 was to repay their creditors not to make them suffer a loss. The "loss" to the creditors was that they would have to wait for a longer period of time to be repaid. As such, the debts listed in their schedules are not how the intended loss should be calculated. The intended loss should be calculated based on the value of the concealed asset—\$33,892.00.

### ***IV. Restitution***

*Middlebrook* takes a common sense approach to the issue of restitution.

"We recognize that "[u]nlike a determination of the amount of loss for sentencing purposes, which can include the amount that the defendant placed at risk, **a restitution order compensates a victim only for losses it has incurred.**" *United States v. Swanson*, 394 F.3d 520, 527 (7th Cir.2005) (internal citations omitted). Accordingly, **"an order of restitution that exceeds the victim's actual losses or damages is an illegal sentence."** *United States v. Webber*, 536 F.3d 584 (7th Cir.2008) (quoting *United States v. Wolf*, 90 F.3d 191, 194 n. 2 (7th Cir.1996))." Emphasis added

It is Defendant's position that the proper amount of restitution should be the \$33,892.20. But, if this Honorable Court concludes that the Government has met its burden regarding the speculative nature of the foreclosure being caused by the fraud, then at most the victims would be able to collect would be \$57,646.51,000. To these figures would be added the \$10,750.00 that was part of the unemployment scam.

In reality, in the bankruptcy fraud, but for Norvostar Mortgage Company the other creditors have suffered no loss. It was the Garys' intention to repay the debts as part of Chapter 13. The debts are still outstanding and if they so desire the creditors could file lawsuits against the Garys for any money owed.

*V. Conclusion*

WHEREFORE, Defendant requests that her objections to the Presentence Investigation Report be sustained and that the Court find as follows:

1. Actual loss: that this Honorable Court determine that the value of the concealed asset be \$33,892.20.

2. That the figure for the deficiency judgment be \$57,646.51 in the even this is used in calculating actual loss.

3. That the mail fraud figure of \$10,750.00 be added to the \$57,646.00 for a total loss of \$68,396.51 which would constitute a 6 level increase under United States Sentencing Guideline Section 2b1.1(b)(1)(D).

4. Total offense level: pursuant to Defendant's objections she would request a total offense level of 14 which produces an advisory Guideline sentencing range of 15-24 months.

STACIE GARY

STOBBS LAW OFFICES

BY:

/s/ John D. Stobbs, II

John D. Stobbs II, NO. 06206358

Attorney for Defendant

307 Henry St. Suite 211

Alton, Illinois 62002

Telephone: (618)462-8484

FAX: (618)462-8585

Email: [stobbsjohn@hotmail.com](mailto:stobbsjohn@hotmail.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on June 9, 2009 a copy of the attached *DEFENDANT'S MEMORANDUM IN SUPPORT OF OBJECTIONS TO THE PRESENTENCE INVESTIGATION* was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon the following:

Mr. William Coonan  
Assistant U.S. Attorney  
Nine Executive Drive  
Fairview Heights, Illinois 62208

STOBBS LAW OFFICES

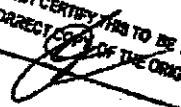
/s/John D. Stobbs, II  
307 Henry St. Suite 211  
Alton, Illinois 62002





# Exhibit

# B

I HEREBY CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL BY: 

MIN: 100080190058249350

Loan Number: 06-919028

## BALLOON NOTE (Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

JULY 21, 2006  
(Date)

LAKE FOREST  
(City)

CALIFORNIA  
(State)

69 GLENDALE DRIVE, GLEN CARBON, ILLINOIS 62034  
(Property Address)

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$166,500.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION. I will make all payments under this Note in the form of cash, check or money order. I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 9.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on SEPTEMBER 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on AUGUST 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 808911, KANSAS CITY, MISSOURI 64184--8911

or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,412.52

Page 80-423

# Exhibit C

STATE OF ILLINOIS

COUNTY OF MADISON

IN THE CIRCUIT COURT FOR THE 3RD JUDICIAL CIRCUIT  
MADISON COUNTY, EDWARDSVILLE, ILLINOIS

NOVASTAR MORTGAGE, INC.

PLAINTIFF

VS

KEITH GARY; STACIE GARY; UNKNOWN OWNERS  
AND NON RECORD CLAIMANTS ;

DEFENDANTS

)  
)  
) NO. 07 CH 147  
)  
) JUDGE  
)  
)  
)  
)  
)  
)

# FILED

SEP 20 2007

AFFIDAVIT OF PROVE-UP

CLERK OF CIRCUIT COURT # 82  
THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS

NICOLE TAYLOR

being first duly sworn on oath, deposes and says that he/she is a duly authorized agent for Plaintiff herein and is authorized to make this Affidavit on its behalf. He/She is familiar with the books and records of Plaintiff and has personally examined them; he/she is competent to testify if appeared in court as a witness at a trial of this matter; and he/she has personal knowledge of the facts stated in this Affidavit. This Affidavit is made pursuant to the Code of Civil Procedure, 735 ILCS 5/15-1506 and 735 ILCS 5/2-1005, for purposes of proving the facts and the amount due the Plaintiff herein.

The undersigned is familiar with the material allegations contained in the Complaint for Foreclosure filed herein by Plaintiff and said allegations are true and correct.

The mortgagor is in default for 12 payments. The amount necessary to reinstate is 11 payments at \$ 1680.76 and 1 payments at \$ 1687.55 each, totaling \$ 20,175.91 plus late charges, escrow shortages, attorneys fees and costs. To date the defendants have not ~~tendered a sufficient sum to reinstate pursuant to 735 ILCS 5/15-1602, or otherwise;~~ and that the Plaintiff has elected to claim the entire balance due under the terms of the said Promissory Note and Mortgage.

There is now due and owing to Plaintiff the following:

Principal Balance.....\$ 166,473.59  
Accrued Interest to Date.....\$ 17,479.63

PAGE 1 OF 2 PAGES  
NO. 07 CH 147

Late Charges Prior to Acceleration.....\$ 211.89

ADVANCES BY PLAINTIFF:

Starting Escrow Balance on Date of Default...\$ 0

Mortgage Insurance Premium.....\$ 0

Property Maintenance.....\$ 0

Real Estate Taxes.....\$ 2740.92

Hazard Insurance.....\$ 0

Inspections .....\$ 88.00

Broker's Price Opinion.....\$ 275.00

Suspense Balance (Credit).....\$ ( )

OTHER: NSF.....\$ 15.00

Bk fees + costs  
Subtotal of Advances.....\$ 3818.92

TOTAL.....\$ 184,984.03

NOVASTAR MORTGAGE, INC.

BY: Cheryl Taylor  
AUTHORIZED AGENT

TITLE: FORECLOSURE SPECIALIST

Subscribed and Sworn to before me  
this 30<sup>th</sup> day of August, 2007.

Adam M. Schwartz  
Notary Public

ADAM M. SCHWARTZ  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: Dec 21, 2010  
Commission # 06713804

PIERCE & ASSOCIATES  
Attorneys for Plaintiff  
Thirteenth Floor  
1 North Dearborn  
Chicago, Illinois 60602  
Tel. (312) 346-9088  
Fax (312) 346-1557  
PA0700684

IN THE CIRCUIT COURT FOR THE 3RD JUDICIAL DISTRICT  
MADISON COUNTY - EDWARDSVILLE, ILLINOIS

NOVASTAR MORTGAGE, INC.

Plaintiff,

-v.-

KEITH GARY, et al

Defendant

07 CH 147

**FILED**

MAR 27 2008

CLERK OF CIRCUIT COURT #75  
THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS

REPORT OF SALE AND DISTRIBUTION

I, the undersigned, an authorized signatory for The Judicial Sales Corporation, selling officer appointed in the matter captioned above, do hereby report that:

That pursuant to a Judgment of Foreclosure and Sale entered herein, the plaintiff advertised the following described real estate to be sold at public auction to the highest bidder for cash on March 11, 2008, at the front door of Madison County Courthouse, 155 N. Main Street (Plaza Entrance), EDWARDSVILLE, IL, 62025, as set forth in the certificate of publication attached hereto and made a part hereof;

That an agent of The Judicial Sales Corporation first offered said real estate for sale separately, and then in combination less than the whole, and having received no bid therefor, an agent of The Judicial Sales Corporation thereupon offered the entire real estate and premises hereinafter described en masse to the highest bidder on the terms specified in said advertisement;

That NOVASTAR MORTGAGE, INC. (the plaintiff herein) offered and bid therefor the sum of ONE HUNDRED FORTY-ONE THOUSAND FIFTEEN AND 00/100 (\$141,015.00) and that being the highest and best bid, an agent of The Judicial Sales Corporation accordingly struck off and sold to said bidder the following described real estate:

LOT 58 IN FIRST ADDITION TO GLENWOOD ESTATES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 39 PAGE 24, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE SAME) IN MADISON COUNTY, ILLINOIS.

Commonly known as 69 GLENDALE DRIVE, GLEN CARBON, IL 62034

Property Index No. 14-2-15-33-09-102-008.

I, the undersigned, an authorized signatory for The Judicial Sales Corporation, selling officer appointed in the matter captioned above, do hereby further report:

That The Judicial Sales Corporation has executed and delivered to said bidder its Receipt(s) of Sale, copies of which are attached hereto, along with a copy of the Certificate of Sale (if any) delivered to said bidder.

That upon confirmation of this sale, The Judicial Sales Corporation will execute and deliver a Deed to said bidder in accordance with said judgment and law.

Report of Sale and Distribution

That the proceeds of said sale will, upon confirmation of the sale, be disbursed as follows:

To the plaintiff:

1. The amount due under judgment		\$190,290.03
2. Interest thereon (excluding attorney's fees) from date of judgment (09/20/2007) to date of sale (03/11/2008) at 9% per annum		\$8,070.38
3. Publication costs		\$ 415.00
4. Post judgment advances escrow	\$ 406.00	
Total Advances		\$ 406.00
Subtotal		\$199,181.41
To the Selling Officer, as commission		\$ 350.00
Total Amount Due		\$199,531.41
Total Proceeds of Sale		\$141,015.00
Surplus or (Deficiency)		(\$58,516.41)

Date: March 11, 2008

Attorney File No.: PA0700684

Respectfully submitted,  
The Judicial Sales Corporation

By: 

THE JUDICIAL SALES CORPORATION One South Wacker Drive, 24th Floor, Chicago, IL 60606-4650 (312) 236-SALE

**FILED**  
MAR 11 2008  
CLERK OF CIRCUIT COURT #9  
THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS

County of Madison Plaintiff: Nava Home Mortgage Inc.  
State of Illinois -v-  
Case # 07 CH 147 Defendant: Keith Gray

**Report of Selling Officer**

I, Jackie Ortiz, selling officer and representative of The Judicial / Private Sales Corporation hereby report that I conducted a foreclosure auction on the above captioned case number in the county mentioned. See below for results.

- This Property Sold to the Plaintiff for \$ 144,015<sup>00</sup>
- This Property Sold to a third party bidder \_\_\_\_\_ for their bid amount of \$ \_\_\_\_\_
- This Sale has been cancelled per clients request.
- This Sale has been cancelled due to loan reinstated.
- This Sale has been cancelled due to loan paid off.
- This Sale has been cancelled due to repayment plan.
- This Sale has been cancelled due to bankruptcy.
- This Sale has been continued to \_\_\_\_\_ Time \_\_\_\_\_

Other \_\_\_\_\_  
\$ 5 Number of Sales Conducted (on this day & in this county)      0 Number of Attendance at Sale (on this day, people at sale)

That immediately after the auction, I reported the results of the auction to Nancy R. Vallone of the Judicial / Private Sales Corporation and filed this report with the Clerk of the Court.

Dated: 3-11-08  
BY Jackie Ortiz Selling Officer

# Activity in Case 3:08-cr-30169-MJR-PMF USA v. Gary et al Sealed Memorandum in Support

From: [ilsd\\_nef@ilsd.uscourts.gov](mailto:ilsd_nef@ilsd.uscourts.gov)  
Sent: Tue 6/09/09 9:49 AM  
To: [ilsd\\_nef@ilsd.uscourts.gov](mailto:ilsd_nef@ilsd.uscourts.gov)

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\* Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

Southern District of Illinois

## Notice of Electronic Filing




The following transaction was entered by Stobbs, John on 6/9/2009 at 9:49 AM CDT and filed on 6/9/2009

**Case Name:** USA v. Gary et al  
**Case Number:** 3:08-cr-30169  
**Filer:** Dft No. 2 - Stacie M. Gary  
**Document Number:** 57

**Docket Text:**

**Sealed Memorandum in Support by Stacie M. Gary re [54] MOTION (Attachments: # (1) Exhibit A, # (2) Exhibit B, # (3) Exhibit C, # (4) Exhibit D, # (5) Exhibit E)(Stobbs, John)**

**3:08-cr-30169-2 Notice has been electronically mailed to:**

- John D. Stobbs, II 
- Mark D. Skaggs 
- Stephen C. Williams 
- William E. Coonan 

**3:08-cr-30169-2 Notice has been delivered by other means to:**

The following document(s) are associated with this transaction:

**Document description:**Main Document  
**Original filename:**n/a  
**Electronic document Stamp:**



[STAMP dcecfStamp\_ID=1047403380 [Date=6/9/2009] [FileNumber=1117730-0]  
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**Document description:**Exhibit A

**Original filename:**n/a

**Electronic document Stamp:**

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**Document description:**Exhibit B

**Original filename:**n/a

**Electronic document Stamp:**

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**Document description:**Exhibit C

**Original filename:**n/a

**Electronic document Stamp:**

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**Document description:**Exhibit D

**Original filename:**n/a

**Electronic document Stamp:**

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**Document description:**Exhibit E

**Original filename:**n/a

**Electronic document Stamp:**

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**STOBBS LAW OFFICES**

**307 Henry Street, Suite 211**

**Alton, Illinois 62002**

**www.stobbslaw.com**

**JOHN D. STOBBS, II**

**(618) 462-8484**  
**Fax (618) 462-8585**

June 10, 2009

Ms. Stacie Gary  
214 South Charles  
Edwardsville, Illinois 62025

RE: U.S.A. v. Gray  
No. 08-CR-30169-MJR-PMF

Dear Ms. Gary:

Enclosed please find copies of the following documents filed June 9, 2009:

1. Defendant's Memorandum in Support of Objections to the Presentence Investigation; and
2. Defendant's Supplement to Memorandum in Support of Objections to the Presentence Investigation Report.

If you have any questions regarding the foregoing, please contact me at your convenience.

Very truly yours,

BY:

STOBBS LAW OFFICES  
A handwritten signature in black ink, appearing to read "John D. Stobbs II", written over the printed name and office name.

John D. Stobbs II

JDSII:cw  
Enclosures

**Memoranda in Support, Responses & Replies**

3:08-cr-30169-MJR-PMF USA v. Gary et al

CAA

**U.S. District Court****Southern District of Illinois****Notice of Electronic Filing**

The following transaction was entered by Stobbs, John on 6/9/2009 at 9:49 AM CDT and filed on 6/9/2009

**Case Name:** USA v. Gary et al  
**Case Number:** 3:08-cr-30169  
**Filer:** Dft No. 2 - Stacie M. Gary  
**Document Number:** 57

**Docket Text:**

**Sealed Memorandum in Support by Stacie M. Gary re [54] MOTION (Attachments: # (1) Exhibit A, # (2) Exhibit B, # (3) Exhibit C, # (4) Exhibit D, # (5) Exhibit E)(Stobbs, John)**

**3:08-cr-30169-2 Notice has been electronically mailed to:**

John D. Stobbs , II stobbsjohn@hotmail.com

Mark D. Skaggs MARK.D.SKAGGS@USDOJ.GOV

Stephen C. Williams Stephen\_Williams@fd.org, ILSSD\_ECF@fd.org

William E. Coonan Liam.Coonan@usdoj.gov, linda.voelker@usdoj.gov

**3:08-cr-30169-2 Notice has been delivered by other means to:**

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP dcecfStamp\_ID=1047403380 [Date=6/9/2009] [FileNumber=1117730-0]  
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**Document description:**Exhibit A

**Original filename:**n/a

**Electronic document Stamp:**

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**Document description:**Exhibit B

**Original filename:**n/a

**Electronic document Stamp:**

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**Document description:**Exhibit C

**Original filename:**n/a

**Electronic document Stamp:**

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**Document description:**Exhibit D

**Original filename:**n/a

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**Document description:**Exhibit E

**Original filename:**n/a

**Electronic document Stamp:**

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<b>Warning!</b>
<b>Document #57</b> <b>Document #57-1</b> <b>Document #57-2</b> <b>Document #57-3</b> <b>Document #57-4</b> <b>Document #57-5</b> <b>SEALED Document.</b>

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