

3:13-cr-30042-MAP All Defendants USA v. Peabody et al

Date filed: 12/03/2013

Date of last filing: 05/23/2014

History

Doc. No.	Dates	Description
<u>1</u>	<i>Filed & Entered:</i> 12/03/2013	Information - Felony
<u>2</u>	<i>Filed & Entered:</i> 12/03/2013	Plea Agreement
<u>3</u>	<i>Filed & Entered:</i> 12/03/2013	Plea Agreement
<u>4</u>	<i>Filed & Entered:</i> 12/03/2013	Case Assigned/Reassigned
<u>5</u>	<i>Filed & Entered:</i> 12/03/2013	Statement of counsel
<u>6</u>	<i>Filed & Entered:</i> 01/13/2014	Waiver of Indictment
<u>7</u>	<i>Filed & Entered:</i> 01/13/2014	Waiver of Indictment
<u>8</u>	<i>Filed & Entered:</i> 01/13/2014	Waiver of Indictment and Plea to Information
<u>9</u>	<i>Filed & Entered:</i> 01/13/2014	Bond
<u>10</u>	<i>Filed & Entered:</i> 01/13/2014	Bond
<u>11</u>	<i>Filed & Entered:</i> 01/13/2014	Order Setting Conditions of Release
<u>12</u>	<i>Filed & Entered:</i> 01/13/2014	Order Setting Conditions of Release
<u>13</u>	<i>Filed & Entered:</i> 01/13/2014	Procedural Order re Sentencing Hearing
<u>14</u>	<i>Filed & Entered:</i> 01/13/2014	Procedural Order re Sentencing Hearing
<u>16</u>	<i>Filed & Entered:</i> 03/19/2014 <i>Terminated:</i> 03/19/2014	Motion to Continue
<u>17</u>	<i>Filed & Entered:</i> 03/19/2014 <i>Terminated:</i> 03/19/2014	Motion to Continue
<u>18</u>	<i>Filed & Entered:</i> 03/19/2014	Order on Motion to Continue
<u>19</u>	<i>Filed & Entered:</i> 05/08/2014	Objection to Presentence Investigation Report
<u>20</u>	<i>Filed & Entered:</i> 05/22/2014 <i>Terminated:</i> 05/23/2014	Motion to Continue
<u>21</u>	<i>Filed & Entered:</i> 05/23/2014	Order on Motion to Continue

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA)	Crim. No. 13-300 <i>12 MAP</i>
)	
	)	<u>VIOLATIONS</u>
v.)	
	)	18 U.S.C. § 371 -
AARON PEABODY, and	)	Conspiracy To Commit Wire Fraud
GARY COMO,	)	(Count One)
)	
Defendants	)	18 U.S.C. §§ 1343 and 2(a) -
	)	Wire Fraud; Aiding and Abetting
	)	(Counts Two through Four)
)	
	)	18 U.S.C. § 981; 28 U.S.C. § 2461 -
	)	Asset Forfeiture Allegations

INFORMATION

The United States Attorney charges that:

Parties, Persons And Entities

At all times relevant to this Information:

1. NEECO, Inc. (NEECO) was a Massachusetts corporation that also did business under the name of New England Equipment Company and Peabody Equipment Company. Its place of business was 15 Third Street, Palmer, Massachusetts, and it operated primarily as a dealer for Morbark wood chippers.

2. Morbark, Inc. (Morbark) was a company based in Wynn, Michigan that manufactured and sold wood chippers and other equipment through dealers.

3. Caterpillar Financial Services (CAT) was a company that provided financing to NEECO's customers for the purchase of Morbark wood chippers.

4. Nortrax was a company that sometimes rented wood chippers to NEECO.

5. Country Bank for Savings (Country Bank) was a bank with a main office in Ware,

Massachusetts which held a bank account for NEECO.

6. Katahdin Trust Company (KTC) was a bank with a main office in Houlton, Maine which held two bank accounts for NEECO.

7. The defendant, AARON PEABODY (PEABODY), was the corporate treasurer of NEECO and co-owner of NEECO.

8. The defendant, GARY COMO (COMO), was the corporate President and Secretary of NEECO and co-owner of NEECO.

COUNT ONE: 18 U.S.C. § 371 - Conspiracy To Commit Wire Fraud

9. The allegations contained in paragraphs 1 through 8 are realleged and incorporated herein.

10. From at least in or about 2006, the exact date being unknown to the Grand Jury, and continuing thereafter through at least October 2010, in the District of Massachusetts and elsewhere,

**AARON PEABODY,
GARY COMO,**

defendants herein, did unlawfully, willfully, and knowingly combine, conspire, confederate, and agree together to commit the following offense against the United States: having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, for the purpose of executing such scheme and artifice and attempting so to do, did transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds in violation of 18 U.S.C. § 1343.

The Objectives Of The Conspiracy

11. The objectives of the conspiracy were to obtain money and wood chipper equipment for NEECO from Morbark, CAT, Nortrax, leasing companies, Country Bank, KTC, and NEECO's customers by means of false promises, false and misleading representations and false documents.

The Method and Means Of The Conspiracy

12. The method and means by which the defendants accomplished and attempted to accomplish the goals and objectives of the conspiracy included, but were not limited to, the following:

Trade-In Fraud

13. PEABODY and COMO, acting on behalf of NEECO, would sell new Morbark wood chippers to customers and take a used wood chipper as a trade-in to defray the cost of the new wood chipper. PEABODY and COMO would induce the customer to obtain financing for the new wood chipper through CAT by representing that the proceeds of the loan for the new wood chipper would be used to pay off the remaining balance on the existing CAT loan for the used wood chipper.

14. PEABODY and COMO would take the entire proceeds from the loan on the new wood chipper for NEECO and would not pay off the CAT loan for the used wood chipper, leaving the unwitting customer still liable to CAT for the remaining balance on the loan for the used wood chipper. PEABODY and COMO would sell the used wood chipper and keep the proceeds from that sale for NEECO.

15. PEABODY and COMO concealed their fraud by making payments on the CAT loans for the used wood chippers and telling CAT that the customer's address was CAT's address so that monthly statements would go to NEECO and not the customer. In October 2010, PEABODY, COMO, and NEECO stopped making payments on the customers' used wood chippers, leaving the customers with unpaid balances on their loans with CAT.

Fraud on Returned Wood Chippers

16. Customers of NEECO would sometimes return new wood chippers shortly after purchasing them from NEECO with financing provided to the customer by CAT. PEABODY and COMO would accept the returned wood chipper and would lead the customer to believe that the customer's obligation to CAT would be extinguished upon return of the wood chipper.

17. PEABODY and COMO would keep the money obtained from CAT from the original purchase of the returned wood chipper, and they would make no arrangements to cancel the customer's loan with CAT as they had promised, leaving the unwitting customer still liable to CAT for the remaining balance on the loan for the returned wood chipper which the customer was no longer using. PEABODY and COMO would sell the returned wood chipper a second time and keep the proceeds of the second sale for NEECO.

18. PEABODY and COMO concealed their fraud by making payments on the original CAT loan for the returned wood chipper and telling CAT that the customer's address was CAT's address so that monthly statements would go to NEECO and not the customer. In October 2010, PEABODY, COMO, and NEECO stopped making payments on the customers' returned wood chippers, leaving the customers with unpaid balances on their loans with CAT.

Consignment Fraud on NEECO Customers

19. Customers of NEECO would sometimes give their used wood chippers to NEECO on consignment (hereinafter, the "Consignment Wood Chippers") so that NEECO would sell the Consignment Wood Chippers on behalf of the customer. The purchases of these Consignment Wood Chippers had been previously financed through CAT, and the customers would have outstanding loan balances with CAT.

20. PEABODY and COMO would promise the customers that NEECO would make the regular loan payments to CAT on behalf of the customers, and the customers would authorize NEECO to make those payments. PEABODY and COMO would also promise to pay off the outstanding loan balance to CAT when NEECO sold the customers' Consignment Wood Chippers.

21. PEABODY and COMO would sell the customers' Consignment Wood Chippers and keep the sale proceeds on behalf of NEECO, and they would not use the sale proceeds to pay off the outstanding loan balance to CAT. After selling the customers' Consignment Wood Chippers, PEABODY and COMO would either lead the customers to believe that the loan balances had been paid off, or they concealed the fact that the loan balances had not been paid off. In a further effort to conceal their fraud, PEABODY and COMO would continue to pay the customers' loan payments to CAT.

22. In October 2010, PEABODY, COMO, and NEECO stopped making payments on the customers' Consignment Wood Chippers, leaving the customers with unpaid balances on their loans with CAT.

Fake Loans Using the Names of NEECO Customers

23. PEABODY and COMO would use the names and other identifying information for existing NEECO customers, without the knowledge of the NEECO customers, to obtain loans from CAT for ostensible purchases of Morbark wood chippers. PEABODY and COMO would submit false and forged loan applications to CAT which falsely indicated that NEECO customers were purchasing specific Morbark wood chippers from NEECO. NEECO would receive the proceeds of the loans made by CAT, and NEECO would retain the wood chippers that were the

subject of the fake loans and in which CAT retained a security interest. PEABODY and COMO would then sell the wood chippers that were the subject of the CAT loans to other customers, and NEECO would receive the proceeds of those sales.

24. To conceal their fraud, PEABODY and COMO would arrange to have the monthly statements and correspondence sent by CAT to NEECO's address by representing that the customer's address was NEECO's address. In a further effort to conceal their fraud, PEABODY and COMO arranged for NEECO to make regular loan payments on the fake loans. In October 2010, PEABODY, COMO, and NEECO ceased making payments on the fake loans, leaving outstanding loan balances with CAT in the names of NEECO customers who had not taken out the loans and who had not received any of the loan proceeds.

Check-Kiting

25. PEABODY and COMO would make deposits and withdrawals of NEECO funds in bank accounts at Country Bank and KTC. PEABODY and COMO would make rapid transfers of funds between the NEECO accounts at Country Bank and KTC in order to artificially inflate the account balances for the NEECO bank accounts at those two banks

26. PEABODY and COMO would express mail deposits, in the form of checks drawn on the Country Bank account, to KTC in order to bolster the account balance of KTC. PEABODY and COMO would then deposit checks drawn on the KTC account to the Country Bank account in order to bolster the account balance of KTC.

27. PEABODY and COMO would take advantage of the "float time," the delay between the time a bank receives and credits a check for deposit and when the check is fully processed and debited from the account on which it is drawn. Through a continuous series of

rapid transfers between the Country Bank and KTC accounts, PEABODY and COMO would create the false appearance for several months that NEECO had more funds than it actually had. By creating this false appearance, PEABODY and COMO would cause Country Bank and KTC to honor checks for which there were insufficient funds.

28. In September 2010, after discovering the check-kiting scheme, KTC began to return, unpaid, checks drawn on KTC bank accounts to Country Bank. The check-kiting scheme collapsed. Country Bank sustained a loss from the check-kiting scheme because PEABODY and COMO had written checks on the NEECO account with Country Bank for which they did not have funds.

Selling Wood Chippers that NEECO Did Not Own

29. PEABODY and COMO would sometimes rent wood chippers from Nortrax and would take possession of wood chippers from Morbark for demonstration and evaluation purposes. PEABODY and COMO would have lawful possession of the wood chippers from Nortrax and Morbark, but neither they nor NEECO owned the wood chippers.

30. PEABODY and COMO would sell, without authorization, the wood chippers that they did not own to customers, and they would keep the proceeds of the sales. PEABODY and COMO would not give the sales proceeds to Nortrax or Morbark, and they would not notify Nortrax or Morbark of the sales. PEABODY and COMO would make rental payments to Nortrax after they had sold the Nortrax wood chippers to conceal the fact that they had sold the machines without authorization.

31. PEABODY and COMO would arrange to sell wood chippers to leasing companies who would then lease the wood chippers back to NEECO. PEABODY and COMO

would then sell the leased wood chippers to customers while continuing to pay the lease payments on the wood chippers owned by the leasing companies and while keeping the sale proceeds for NEECO.

Overt Acts in Furtherance of the Conspiracy

32. As a part of and in furtherance of the above-described conspiracy and to accomplish the objects and purposes thereof, the defendants herein did commit and cause to be committed overt acts, including, but not limited to, the following:

33. On or about March 26, 2010, PEABODY and COMO changed, via the internet, the mailing address of the customer for the Mobark wood chipper ending in the digits 24604 in the CAT computer system to the mailing address for NEECO.

34. On or about April 6, 2010, PEABODY and COMO made the monthly payment of \$893.03 to CAT for the Mobark wood chipper ending in the digits 24604.

35. On or about December 11, 2008, PEABODY and COMO changed, via the internet, the mailing address of the customer for the Mobark wood chipper ending in the digits 50519 in the CAT computer system to the mailing address for NEECO.

36. On or about December 17, 2008, PEABODY and COMO made the monthly payment of \$942.56 to CAT for the Mobark wood chipper ending in the digits 50519.

37. On or about June 26, 2008, PEABODY and COMO changed, via the internet, the mailing address of the customer for the Mobark wood chipper ending in the digits 51249 in the CAT computer system to the mailing address for NEECO.

38. On or about March 26, 2010, PEABODY and COMO changed, via the internet, the mailing address of the customer for the Mobark wood chipper ending in the digits 24685 in

the CAT computer system to the mailing address for NEECO.

39. On or about May 27, 2010, PEABODY and COMO made the monthly payment of \$662.58 to CAT for the Mobark wood chipper ending in the digits 24685.

40. On or about June 8, 2009, PEABODY and COMO changed, via the internet, the mailing address of the customer for the Mobark wood chipper ending in the digits 24745 in the CAT computer system to the mailing address for NEECO.

41. On or about January 9, 2010, PEABODY and COMO made the monthly payment of \$817.60 to CAT for the Mobark wood chipper ending in the digits 24745.

42. On or about July 30, 2010, PEABODY and COMO made the monthly payment of \$551.93 to CAT for the Mobark wood chipper ending in the digits 50556.

43. On or about September 30, 2010, PEABODY and COMO made the monthly payment of \$686.43 to CAT for the Mobark wood chipper ending in the digits 24499.

44. On or about September 9, 2010, PEABODY and COMO made the monthly payment of \$993.38 to CAT for the Mobark wood chipper ending in the digits 51490.

45. On or about May 22, 2007, PEABODY completed a fake invoice and forged the signature of a NEECO customer to obtain a loan from CAT for the financing of the Morbark wood chipper ending in the digits 24558.

46. On or about August 14, 2007, PEABODY completed a fake invoice and forged the signature of a NEECO customer to obtain a loan from CAT for the financing of the Morbark wood chipper ending in the digits 51302.

47. On or about August 12, 2009, PEABODY completed a fake invoice and forged the signature of a NEECO customer to obtain a loan from CAT for the financing of the Morbark

wood chipper ending in the digits 51538.

48. On or about June 17, 2010, PEABODY completed a fake invoice and forged the signature of a NEECO customer to obtain a loan from CAT for the financing of the Morbark wood chipper ending in the digits 51553.

49. On or about August 19, 2008, PEABODY completed a fake loan application and forged the signature of a NEECO customer to obtain a loan from CAT for the financing of the Morbark wood chipper ending in the digits 51449.

50. On or about May 28, 2009, PEABODY completed a fake invoice and forged the signature of a NEECO customer to obtain a loan from CAT for the financing of the Morbark wood chipper ending in the digits 51519.

51. On or about March 11, 2008, PEABODY completed a fake invoice and forged the signature of a NEECO customer to obtain a loan from CAT for the financing of the Morbark wood chipper ending in the digits 51406.

52. On or about December 31, 2009, PEABODY completed a fake invoice and forged the signature of a NEECO customer to obtain a loan from CAT for the financing of the Morbark wood chipper ending in the digits 51503.

53. On or about August 21, 2009, PEABODY completed a fake invoice and forged the signature of a NEECO customer to obtain a loan from CAT for the financing of the Morbark wood chipper ending in the digits 51520.

54. On or about July 9, 2010, PEABODY and COMO made a deposit of \$60,000 of funds drawn on the NEECO bank account with KTC into the NEECO bank account with Country Bank.

55. On or about July 12, 2010, PEABODY and COMO made a deposit of \$52,000 of funds drawn on the NEECO bank account with Country Bank into the NEECO bank account with KTC.

56. On or about August 10, 2010, PEABODY and COMO sold the Morbark wood chipper ending in the digits 71112 which NEECO had been renting from Nortrax to a customer of NEECO.

57. On or about September 17, 2010, PEABODY and COMO sold the Morbark wood chipper ending in the digits 51086 which NEECO had been renting from Nortrax to a customer of NEECO.

58. On or about February 11, 2008, PEABODY and COMO received the Morbark wood chipper ending in the digits 0028 from Morbark for demonstration and evaluation purposes.

59. On or about May 12, 2008, PEABODY and COMO received the Morbark wood chipper ending in the digits 1001 from Morbark for demonstration and evaluation purposes.

60. On or about September 8, 2008, PEABODY and COMO received the Morbark wood chipper ending in the digits 0274 from Morbark for demonstration and evaluation purposes.

61. On or about November 23, 2009, PEABODY and COMO sold the Morbark wood chipper ending in the digits 790 to a leasing company.

62. On or about August 26, 2009, PEABODY and COMO sold the Morbark wood chipper ending in the digits 0028 to a leasing company.

63. On or about June 22, 2009, PEABODY and COMO sold the Morbark wood

chipper ending in the digits 51279 to a leasing company.

64. On or about November 6, 2006, PEABODY and COMO sold the Morbark wood chipper ending in the digits 50566 to a leasing company.

All in violation of Title 18, United States Code, Section 371.

COUNTS TWO THROUGH FOUR: Wire Fraud - 18 U.S.C. § 1343; Aiding and Abetting--2(a)

The United States Attorney further charges that:

65. The allegations contained in paragraphs 1 through 8 and 11 through 64 are realleged and incorporated herein.

66. On or about each of the dates set forth below, in the District of Massachusetts and elsewhere,

**AARON PEABODY and
GARY COMO,**

defendants herein, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of material false and fraudulent pretenses, representations, and promises, did transmit and did cause to be transmitted writings, signs, signals, and sounds by means of wire communications in interstate commerce for the purpose of executing such scheme and artifice to defraud, as follows:

Count	Date	Description
2	3/4/2010	Electronic payment of \$630.45 over the internet from NEECO's bank account to CAT for wood chipper ending in the digits 51249.
3	11/9/2009	Electronic payment of \$817.60 over the internet from NEECO's bank account to CAT for wood chipper ending in the digits 24745.
4	3/10/2009	Electronic payment of \$1093.42 over the internet from NEECO's bank account to CAT for wood chipper ending in the digits 51449.

All in violation of Title 18, United States Code, Sections 1343 and 2(a).

FORFEITURE ALLEGATIONS
(18 U.S.C. § 981 and 28 U.S.C. § 2461)

The Grand Jury further charges:

1. Upon conviction of any one or more of the offenses alleged in Counts One through Four of this Indictment,

AARON PEABODY and

GARY COMO,

defendants herein, shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to such violations.

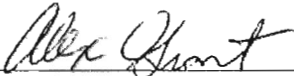
2. If any of the property described in paragraph 1 hereof as being forfeitable pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), as a result of any act or omission of the defendants --

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

it is the intention of the United States, pursuant to 28 U.S.C. § 2461(c), incorporating 21 U.S.C. § 853(p), to seek forfeiture of all other property of the defendants up to the value of the property described in subparagraphs a. through e. of this paragraph.

All pursuant to Title 18, United States Code, Section 981 and Title 28, United States Code, Section 2461(c).

CARMEN M. ORTIZ
United States Attorney

By: 

ALEX J. GRANT
Assistant U.S. Attorney

Dated: December 3, 2013

Place of Offense: _____ Category No. III Investigating Agency FBI

City Palmer Related Case Information:
County Hampden Superseding Ind./ Inf. _____ Case No. _____
Same Defendant _____ New Defendant _____
Magistrate Judge Case Number _____
Search Warrant Case Number _____
R 20/R 40 from District of _____

Defendant Information:

Defendant Name Aaron Peabody Juvenile: Yes No
Is this person an attorney and/or a member of any state/federal bar: Yes No

Alias Name _____

Address (City & State) Ware, MA

Birth date (Yr only): 1972 SSN (last4#): 9317 Sex M Race: W Nationality: USA

Defense Counsel if known: Peter Ettenberg Address 370 Main Street, Suite 1050

Bar Number _____ Worcester, MA 01608

U.S. Attorney Information:

AUSA Alex Grant Bar Number if applicable 629754

Interpreter: Yes No List language and/or dialect: _____

Victims: Yes No If yes, are there multiple crime victims under 18 USC§3771(d)(2) Yes No

Matter to be SEALED: Yes No

Warrant Requested Regular Process In Custody

Location Status:

Arrest Date _____

Already in Federal Custody as of _____ in _____
 Already in State Custody at _____ Serving Sentence Awaiting Trial
 On Pretrial Release: Ordered by: _____ on _____

Charging Document: Complaint Information Indictment

Total # of Counts: Petty _____ Misdemeanor _____ Felony 4

Continue on Page 2 for Entry of U.S.C. Citations

I hereby certify that the case numbers of any prior proceedings before a Magistrate Judge are accurately set forth above.

Date: December 3, 2013 Signature of AUSA: Alex Grant

District Court Case Number (To be filled in by deputy clerk): _____

Name of Defendant Gary Como

U.S.C. Citations

	<u>Index Key/Code</u>	<u>Description of Offense Charged</u>	<u>Count Numbers</u>
Set 1	<u>18 USC 371</u>	<u>Conspiracy</u>	<u>1</u>
Set 2	<u>18 USC 1343</u>	<u>Wire Fraud</u>	<u>2-4</u>
Set 3	_____	_____	_____
Set 4	_____	_____	_____
Set 5	_____	_____	_____
Set 6	_____	_____	_____
Set 7	_____	_____	_____
Set 8	_____	_____	_____
Set 9	_____	_____	_____
Set 10	_____	_____	_____
Set 11	_____	_____	_____
Set 12	_____	_____	_____
Set 13	_____	_____	_____
Set 14	_____	_____	_____
Set 15	_____	_____	_____

ADDITIONAL INFORMATION: _____

Place of Offense: _____ Category No. III Investigating Agency FBI

City Palmer Related Case Information:

County Hampden Superseding Ind./ Inf. _____ Case No. _____
Same Defendant _____ New Defendant _____
Magistrate Judge Case Number _____
Search Warrant Case Number _____
R 20/R 40 from District of _____

Defendant Information:

Defendant Name Garv Como Juvenile: Yes No

Is this person an attorney and/or a member of any state/federal bar: Yes No

Alias Name _____

Address (City & State) Warren, MA

Birth date (Yr only): 1964 SSN (last4#): 1791 Sex M Race: W Nationality: USA

Defense Counsel if known: Edward P. Ryan, Jr. Address 61 Academy Street

Bar Number _____ Fitchburg, MA 01420

U.S. Attorney Information:

AUSA Alex Grant Bar Number if applicable 629754

Interpreter: Yes No List language and/or dialect: _____

Victims: Yes No If yes, are there multiple crime victims under 18 USC §3771(d)(2) Yes No

Matter to be SEALED: Yes No

Warrant Requested Regular Process In Custody

Location Status:

Arrest Date _____

Already in Federal Custody as of _____ in _____

Already in State Custody at _____ Serving Sentence Awaiting Trial

On Pretrial Release: Ordered by: _____ on _____

Charging Document: Complaint Information Indictment

Total # of Counts: Petty _____ Misdemeanor _____ Felony 4

Continue on Page 2 for Entry of U.S.C. Citations

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Date: December 3, 2013 Signature of AUSA: Alex Grant

District Court Case Number (To be filled in by deputy clerk): _____

Name of Defendant Gary Como

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	<u>Index Key/Code</u>	<u>Description of Offense Charged</u>	<u>Count Numbers</u>
Set 1	<u>18 USC 371</u>	<u>Conspiracy</u>	<u>1</u>
Set 2	<u>18 USC 1343</u>	<u>Wire Fraud</u>	<u>2-4</u>
Set 3	_____	_____	_____
Set 4	_____	_____	_____
Set 5	_____	_____	_____
Set 6	_____	_____	_____
Set 7	_____	_____	_____
Set 8	_____	_____	_____
Set 9	_____	_____	_____
Set 10	_____	_____	_____
Set 11	_____	_____	_____
Set 12	_____	_____	_____
Set 13	_____	_____	_____
Set 14	_____	_____	_____
Set 15	_____	_____	_____

ADDITIONAL INFORMATION: _____



U.S. Department of Justice

Carmen M. Ortiz
United States Attorney
District of Massachusetts

Main Reception: (413) 785-0235
Facsimile: (413) 785-0394

United States Courthouse
300 State Street, Suite 230
Springfield, Massachusetts 01105-2926

September 25, 2013

Peter Ettenberg
Gould & Ettenberg, P.C.
370 Main Street, Suite 1050
Worcester, MA 01608

Re: United States v. Aaron Peabody
Criminal No. 13-300 *42-MAP*

Dear Mr. Ettenberg:

This letter sets forth the Agreement between the United States Attorney for the District of Massachusetts ("the U.S. Attorney") and your client, Aaron Peabody ("Defendant"), in the above-referenced case. The Agreement is as follows:

1. Change of Plea

At the earliest practicable date, Defendant shall waive indictment and plead guilty to the Information attached to this Agreement charging him with the following offenses: one count of Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 371, and three counts of Wire Fraud, in violation of 18 U.S.C. § 1343. Defendant expressly and unequivocally admits that he committed the crimes charged in Counts One through Four, did so knowingly, intentionally, and willfully, and is in fact guilty of these offenses.

The U.S. Attorney agrees not to charge Defendant with Aggravated Identity Theft pursuant to 18 U.S.C. § 1028A based on conduct underlying the crimes charged in this case.

2. Penalties

Defendant faces the following maximum penalties: five years' incarceration; three years' supervised release; a fine of \$250,000 or twice the gross gain or loss, whichever is greater; a mandatory special assessment of \$100; restitution as determined by the Court, and forfeiture to the extent charged in the Information for Count One, Conspiracy, 18 U.S.C. § 371; and 20 years' incarceration; three years' supervised release; a fine of \$250,000 or twice the gross gain or loss, whichever is greater; a mandatory special assessment of \$100; restitution as determined by the

Court, and forfeiture to the extent charged in the Information for each of the three counts of Wire Fraud, 18 U.S.C. § 1343.

Defendant also recognizes that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offenses to which Defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and Defendant understands that no one, including defense counsel and the District Court, can predict to a certainty the effect of this conviction on Defendant's immigration status. Defendant nevertheless affirms his decision to plead guilty regardless of any immigration consequences that this plea may entail, even if the consequence is Defendant's automatic removal from the United States.

3. Sentencing Guidelines

The sentence to be imposed upon Defendant is within the discretion of the District Court ("Court"), subject to the statutory maximum penalties set forth above, and the provisions of the Sentencing Reform Act, and the United States Sentencing Guidelines promulgated thereunder. The Sentencing Guidelines are advisory, not mandatory and, as a result, the Court may impose a sentence up to and including the statutory maximum term of imprisonment and statutory maximum fine. In imposing the sentence, the Court must consult and take into account the Sentencing Guidelines, along with the other factors set forth in 18 U.S.C. §3553(a).

The parties agree with respect to the application of the United States Sentencing Guidelines for Counts One through Four that:

- (i) in accordance with USSG §2B1.1(a)(1), Defendant's base offense level is 7, because defendant's offense carries a maximum term of 20 years; and
- (ii) in accordance with USSG §2B1.1(b)(1), Defendant's offense level is increased by 16 because the amount of loss is greater than \$1 million and less than \$2.5 million.

The U.S. Attorney expressly reserves the right to seek an upward departure pursuant to USSG §4A1.3 should any of Defendant's prior convictions be vacated or Defendant's Criminal History Category otherwise change after his indictment in this case. Thus, for example, the U.S. Attorney may contend that an upward departure under §4A1.3 is appropriate if a conviction that existed at the time of Defendant's indictment is vacated and that vacation alters Defendant's Criminal History Category.

Defendant reserves the right to contend that there is a basis for departure from, or a sentence outside, the otherwise applicable Guidelines sentencing range based on his medical, mental and/or emotional condition. In the event Defendant contends that there is a basis for departure from, or a sentence outside, the otherwise applicable Guidelines sentencing range

based on his medical, mental and/or emotional condition, or otherwise intends to rely on any such condition at sentencing, Defendant will, forthwith upon request, execute all releases and other documentation necessary to permit the U.S. Attorney and her experts (including medical personnel of the Bureau of Prisons) to obtain access to Defendant's medical, psychiatric, and psychotherapeutic records and will also provide to the U.S. Attorney forthwith copies of any such records already in his possession. In addition, Defendant will authorize his care providers to discuss his condition with the U.S. Attorney and her agents (including medical personnel of the Bureau of Prisons), as well as experts retained by the U.S. Attorney. Defendant also agrees to submit to examinations and interviews with experts retained by and chosen by the U.S. Attorney (including medical personnel of the Bureau of Prisons).

The U.S. Attorney reserves the right to oppose Defendant's argument(s) for a departure or a sentence outside the Guidelines under the factors set forth in 18 U.S.C. §3553(a).

Based on Defendant's prompt acceptance of personal responsibility for the offenses of conviction in this case, and information known to the U.S. Attorney at this time, the U.S. Attorney agrees to recommend that the Court reduce by three levels Defendant's Adjusted Offense Level under USSG §3E1.1.

The U.S. Attorney specifically reserves the right not to recommend a reduction under USSG §3E1.1 if, at any time between Defendant's execution of this Agreement and sentencing, Defendant:

- (a) Fails to admit a complete factual basis for the plea;
- (b) Fails to truthfully admit his conduct in the offenses of conviction;
- (c) Falsely denies, or frivolously contests, relevant conduct for which Defendant is accountable under USSG §1B1.3;
- (d) Fails to provide truthful information about his financial status;
- (e) Gives false or misleading testimony in any proceeding relating to the criminal conduct charged in this case and any relevant conduct for which Defendant is accountable under USSG §1B1.3;
- (f) Engages in acts that form a basis for finding that Defendant has obstructed or impeded the administration of justice under USSG §3C1.1;
- (g) Intentionally fails to appear in Court or violates any condition of release;
- (h) Commits a crime;
- (i) Transfers any asset protected under any provision of this Agreement; or

- (j) Attempts to withdraw his guilty plea.

Defendant expressly understands that he may not withdraw his plea of guilty if, for any of the reasons listed above, the U.S. Attorney does not recommend that he receive a reduction in Offense Level for acceptance of responsibility.

Defendant expressly understands that, in addition to declining to recommend an acceptance-of-responsibility adjustment, the U.S. Attorney may seek an upward adjustment pursuant to USSG §3C1.1 if Defendant obstructs justice after the date of this Agreement.

4. Sentence Recommendation

The U.S. Attorney agrees to recommend the following sentence before the Court:

- (a) incarceration within the Guidelines sentencing range as calculated by the parties in Paragraph 3;
- (b) a fine within the Guidelines sentencing range as calculated by the parties in Paragraph 3, unless the Court finds that Defendant is not able and, even with the use of a reasonable installment schedule, is not likely to become able to pay a fine;
- (c) 24 months of supervised release;
- (d) a mandatory special assessment of \$400; and
- (e) restitution as determined by the Court.

Defendant agrees that he will provide to the U.S. Attorney expert reports, motions, memoranda of law and documentation of any kind on which he intends to rely at sentencing not later than 21 days before sentencing. Any basis for sentencing with respect to which all expert reports, motions, memoranda of law and documentation have not been provided to the U.S. Attorney at least 21 days before sentencing shall be deemed waived.

5. Payment of Mandatory Special Assessment

Defendant agrees to pay the mandatory special assessment to the Clerk of the Court on or before the date of sentencing, unless Defendant establishes to the satisfaction of the Court that Defendant is financially unable to do so.

6. Protection of Assets for Payment of Restitution, Forfeiture and Fine

Defendant agrees not to transfer, or authorize the transfer of, any asset that has been restrained by Order of the Court in this case or any asset, whether or not restrained, that Defendant has agreed to forfeit pursuant to this Agreement.

Defendant agrees not to transfer, or authorize the transfer of any other asset in which he has an interest without prior express written consent of the U.S. Attorney, except for:

- (a) Assets subject to superior, secured interests of innocent third parties, in which Defendant has an equity interest of less than \$5,000;
- (b) Ordinary living expenses necessary to house, clothe, transport and feed Defendant and those to whom Defendant owes a legal duty of support, so long as such assets do not exceed \$5,000 per month; and
- (c) Attorney's fees incurred in connection with this criminal case.

This prohibition shall be effective as of the date of Defendant's execution of this Agreement and continue until the fine, forfeiture and/or restitution ordered by the Court at sentencing are satisfied in full.

Defendant further agrees that, prior to sentencing, he will truthfully and accurately complete the sworn financial statement enclosed with this Agreement.

7. Waiver of Rights to Appeal and to Bring Collateral Challenge

- (a) Defendant has conferred with his attorney and understands that he has the right to challenge both his conviction and his sentence (including any orders relating to supervised release, fines, forfeiture, and restitution) on direct appeal. Defendant also understands that he may, in some circumstances, be able to argue in a future (collateral) challenge, such as pursuant to a motion under 28 U.S.C. §2255, 28 U.S.C. §2241, or 18 U.S.C. §3582(c), that his conviction should be set aside or his sentence (including any orders relating to supervised release, fines, forfeiture, and restitution) set aside or reduced.
- (b) Defendant waives any right he has to challenge his conviction on direct appeal or in a collateral challenge.
- (c) Defendant agrees that he will not file a direct appeal nor collaterally challenge any sentence of imprisonment of 41 months or less or any orders relating to supervised release, fines, forfeiture and restitution. This provision is binding even if the Court employs a Guidelines analysis different from that set forth in this Agreement.
- (d) The U.S. Attorney likewise agrees that, regardless of the analysis employed by the Court, the U.S. Attorney will not appeal any imprisonment sentence of 33 months or more.

- (e) Notwithstanding the previous subparagraphs, Defendant reserves the right to claim that Defendant's lawyer was ineffective in connection with the negotiation of this plea agreement or the entry of the guilty plea.

8. Other Post-Sentence Events

- (a) In the event that, notwithstanding the waiver provision of Paragraph 7(c), Defendant appeals or collaterally challenges his sentence, the U.S. Attorney reserves the right to argue the correctness of the sentence imposed by the Court (in addition to arguing that any appeal or collateral challenge is waived as a result of the waiver in Paragraph 7).
- (b) If, notwithstanding the waiver provision of Paragraph 7(c), Defendant seeks re-sentencing, he agrees that he will not seek to be re-sentenced with the benefit of any change to the Criminal History Category that the Court calculated at the time of Defendant's original sentencing, except to the extent that he has been found actually factually innocent of a prior crime. Thus, for example, Defendant will not seek to be re-sentenced based on the set aside of a prior conviction that occurs after sentencing unless he has been found actually factually innocent of that prior crime.
- (c) In the event of a re-sentencing following an appeal from or collateral challenge to Defendant's sentence, the U.S. Attorney reserves the right to seek a departure from the Sentencing Guidelines and a sentence outside the Sentencing Guidelines if, and to the extent, necessary to reinstate the sentence advocated by the U.S. Attorney at Defendant's initial sentencing pursuant to this Agreement.

9. Court Not Bound by Agreement

The sentencing recommendations made by the parties and their respective calculations under the Sentencing Guidelines are not binding upon the U.S. Probation Office or the Court. Within the maximum sentence Defendant faces under the applicable law, the sentence to be imposed is within the sole discretion of the Court. Defendant's plea will be tendered pursuant to Fed. R. Crim. P. 11(c)(1)(B). Defendant may not withdraw his plea of guilty regardless of what sentence is imposed. Nor may Defendant withdraw his plea because the U.S. Probation Office or the Court declines to follow the Sentencing Guidelines calculations or recommendations of the parties. In the event that the Court declines to follow the U.S. Attorney's Sentencing Guidelines calculations or recommendations, the U.S. Attorney reserves the right to defend the Court's calculations and sentence in any subsequent appeal or collateral challenge.

10. Forfeiture

Defendant understands that the Court will, upon acceptance of his guilty plea, enter an order of forfeiture as part of Defendant's sentence, and that the order of forfeiture may include assets directly traceable to Defendant's offense, assets used to facilitate Defendant's offense, substitute assets and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offense.

Defendant admits that these assets are subject to forfeiture on the grounds that they constitute or are derived from proceeds traceable to his violations, or are traceable to such property. Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, advice regarding the forfeiture at the change-of-plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant understands and agrees that forfeiture shall not satisfy or affect any fine, lien, penalty, restitution, cost of imprisonment, tax liability or any other debt owed to the United States.

Defendant agrees to assist fully in the forfeiture of the foregoing assets. Defendant agrees to promptly take all steps necessary to pass clear title to the forfeited assets to the United States, including but not limited to executing any and all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. Defendant further agrees that he will not assist any third party in asserting a claim to the forfeited assets in an ancillary or civil forfeiture proceeding, and that he will testify truthfully in any such proceeding. In order to assist the United States in locating and forfeiting assets, Defendant shall deliver to the U.S. Attorney within thirty days after signing this Agreement a sworn financial statement disclosing all assets in which Defendant currently has any interest, and all assets over which Defendant has exercised control, or has had any legal or beneficial interest, at any time from January 1, 2006 to the present. At the request of the U.S. Attorney, Defendant further agrees to be deposed with respect to Defendant's assets.

Defendant further agrees to waive all constitutional, legal and equitable challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Agreement. Defendant agrees not to challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this Agreement, and will not assist any third party with regard to such challenge or review.

11. Information For Presentence Report

Defendant agrees to provide all information requested by the U.S. Probation Office concerning Defendant's assets.

12. Civil Liability

By entering into this Agreement, the U.S. Attorney does not compromise any civil liability, including but not limited to any tax liability, that Defendant may have incurred or may incur as a result of his conduct and his plea of guilty to the charges specified in Paragraph 1 of this Agreement.

13. Rejection of Plea by Court

Should Defendant's guilty plea not be accepted by the Court for whatever reason, or later be withdrawn on motion of Defendant, this Agreement shall be null and void at the option of the U.S. Attorney.

14. Breach of Agreement

If the U.S. Attorney determines that Defendant has failed to comply with any provision of this Agreement, has violated any condition of his pretrial release, or has committed any crime following his execution of this Agreement, the U.S. Attorney may, at her sole option, be released from her commitments under this Agreement in their entirety by notifying Defendant, through counsel or otherwise, in writing. The U.S. Attorney may also pursue all remedies available to her under the law, irrespective of whether she elects to be released from her commitments under this Agreement. Further, the U.S. Attorney may pursue any and all charges that have been, or are to be, dismissed pursuant to this Agreement. Defendant recognizes that no such breach by him of an obligation under this Agreement shall give rise to grounds for withdrawal of his guilty plea. Defendant understands that, should he breach any provision of this Agreement, the U.S. Attorney will have the right to use against Defendant before any grand jury, at any trial or hearing, or for sentencing purposes, any statements that Defendant may make, and any information, materials, documents or objects that Defendant may provide to the government subsequent to this Agreement, or pursuant to the proffer agreement dated May 19, 2011, without any limitation. In this regard, Defendant hereby waives any defense to any charges that Defendant might otherwise have based upon any statute of limitations, the constitutional protection against pre-indictment delay, or the Speedy Trial Act.

15. Who Is Bound By Agreement

This Agreement is limited to the U.S. Attorney for the District of Massachusetts, and cannot and does not bind the Attorney General of the United States or any other federal, state or local prosecutive authorities.

16. Complete Agreement

This letter contains the complete agreement between the parties relating to the disposition of this case. No promises, representations or agreements have been made other than those set forth in this letter and in the proffer letter dated May 19, 2011. This Agreement supersedes prior understandings, if any, of the parties, whether written or oral, with the sole exception of those

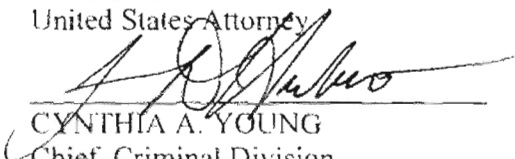
contained in the proffer letter dated May 19, 2011 (subject to Paragraph 14, above). This Agreement can be modified or supplemented only in a written memorandum signed by the parties or on the record in court.

If this letter accurately reflects the agreement between the U.S. Attorney and Defendant, please have Defendant sign the Acknowledgment of Agreement below. Please also sign below as Witness. Return the original of this letter to Assistant U.S. Attorney Alex J. Grant.

Very truly yours,

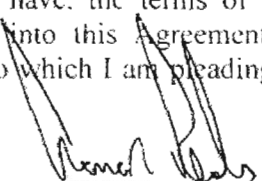
CARMEN M. ORTIZ
United States Attorney

By:


CYNTHIA A. YOUNG
Chief, Criminal Division
JAMES D. HERBERT
Deputy Chief, Criminal Division


ACKNOWLEDGMENT OF PLEA AGREEMENT

I have read this letter in its entirety and discussed it with my attorney. I hereby acknowledge that it fully sets forth my agreement with the United States Attorney's Office for the District of Massachusetts. I further state that no additional promises or representations have been made to me by any official of the United States in connection with this matter, and that I have received no prior offers to resolve this case. I understand the crimes to which I have agreed to plead guilty, the maximum penalties for those offenses and Sentencing Guideline penalties potentially applicable to them. I am satisfied with the legal representation provided to me by my attorney. We have had sufficient time to meet and discuss my case. We have discussed the charges against me, possible defenses I might have, the terms of this Plea Agreement and whether I should go to trial. I am entering into this Agreement freely, voluntarily, and knowingly because I am guilty of the offenses to which I am pleading guilty and I believe this Agreement is in my best interest.


Aaron Peabody
Defendant

Date: 10/16/13

I certify that Aaron Peabody has read this Agreement and that we have discussed its meaning. I believe he understands the Agreement and is entering into the Agreement freely, voluntarily, and knowingly. I also certify that the U.S. Attorney has not extended any other offers to resolve this matter.


Peter Eltenberg, Esq.
Attorney for Defendant

Date: 11/10/13



U.S. Department of Justice

Carmen M. Ortiz
United States Attorney
District of Massachusetts

Main Reception: (413) 785-0235
Facsimile: (413) 785-0394

United States Courthouse
300 State Street, Suite 230
Springfield, Massachusetts 01105-2926

September 25, 2013

Edward P. Ryan, Jr.
O'Connor & Ryan, P.C.
61 Academy Street
Fitchburg, MA 01420

Re: United States v. Gary Como
Criminal No. 13-30042 - MAP

Dear Mr. Ryan:

This letter sets forth the Agreement between the United States Attorney for the District of Massachusetts ("the U.S. Attorney") and your client, Gary Como ("Defendant"), in the above-referenced case. The Agreement is as follows:

1. Change of Plea

At the earliest practicable date, Defendant shall waive indictment and plead guilty to the Information attached to this Agreement charging him with the following offenses: one count of Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 371, and three counts of Wire Fraud, in violation of 18 U.S.C. § 1343. Defendant expressly and unequivocally admits that he committed the crimes charged in Counts One through Four, did so knowingly, intentionally, and willfully, and is in fact guilty of these offenses.

The U.S. Attorney agrees not to charge Defendant with Aggravated Identity Theft pursuant to 18 U.S.C. § 1028A based on conduct underlying the crimes charged in this case.

2. Penalties

Defendant faces the following maximum penalties: five years' incarceration; three years' supervised release; a fine of \$250,000 or twice the gross gain or loss, whichever is greater; a mandatory special assessment of \$100; restitution as determined by the Court, and forfeiture to the extent charged in the Information for Count One, Conspiracy, 18 U.S.C. § 371; and 20 years' incarceration; three years' supervised release; a fine of \$250,000 or twice the gross gain or loss, whichever is greater; a mandatory special assessment of \$100; restitution as determined by the

Court, and forfeiture to the extent charged in the Information for each of the three counts of Wire Fraud, 18 U.S.C. § 1343.

Defendant also recognizes that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offenses to which Defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and Defendant understands that no one, including defense counsel and the District Court, can predict to a certainty the effect of this conviction on Defendant's immigration status. Defendant nevertheless affirms his decision to plead guilty regardless of any immigration consequences that this plea may entail, even if the consequence is Defendant's automatic removal from the United States.

3. Sentencing Guidelines

The sentence to be imposed upon Defendant is within the discretion of the District Court ("Court"), subject to the statutory maximum penalties set forth above, and the provisions of the Sentencing Reform Act, and the United States Sentencing Guidelines promulgated thereunder. The Sentencing Guidelines are advisory, not mandatory and, as a result, the Court may impose a sentence up to and including the statutory maximum term of imprisonment and statutory maximum fine. In imposing the sentence, the Court must consult and take into account the Sentencing Guidelines, along with the other factors set forth in 18 U.S.C. §3553(a).

The parties agree with respect to the application of the United States Sentencing Guidelines for Counts One through Four that:

- (i) in accordance with USSG §2B1.1(a)(1), Defendant's base offense level is 7, because defendant's offense carries a maximum term of 20 years; and
- (ii) in accordance with USSG §2B1.1(b)(1), Defendant's offense level is increased by 16 because the amount of loss is greater than \$1 million and less than \$2.5 million.

The U.S. Attorney expressly reserves the right to seek an upward departure pursuant to USSG §4A1.3 should any of Defendant's prior convictions be vacated or Defendant's Criminal History Category otherwise change after his indictment in this case. Thus, for example, the U.S. Attorney may contend that an upward departure under §4A1.3 is appropriate if a conviction that existed at the time of Defendant's indictment is vacated and that vacation alters Defendant's Criminal History Category.

Defendant reserves the right to contend that there is a basis for departure from, or a sentence outside, the otherwise applicable Guidelines sentencing range based on his medical, mental and/or emotional condition. In the event Defendant contends that there is a basis for departure from, or a sentence outside, the otherwise applicable Guidelines sentencing range

based on his medical, mental and/or emotional condition, or otherwise intends to rely on any such condition at sentencing, Defendant will, forthwith upon request, execute all releases and other documentation necessary to permit the U.S. Attorney and her experts (including medical personnel of the Bureau of Prisons) to obtain access to Defendant's medical, psychiatric, and psychotherapeutic records and will also provide to the U.S. Attorney forthwith copies of any such records already in his possession. In addition, Defendant will authorize his care providers to discuss his condition with the U.S. Attorney and her agents (including medical personnel of the Bureau of Prisons), as well as experts retained by the U.S. Attorney. Defendant also agrees to submit to examinations and interviews with experts retained by and chosen by the U.S. Attorney (including medical personnel of the Bureau of Prisons).

The U.S. Attorney reserves the right to oppose Defendant's argument(s) for a departure or a sentence outside the Guidelines under the factors set forth in 18 U.S.C. §3553(a).

Based on Defendant's prompt acceptance of personal responsibility for the offenses of conviction in this case, and information known to the U.S. Attorney at this time, the U.S. Attorney agrees to recommend that the Court reduce by three levels Defendant's Adjusted Offense Level under USSG §3E1.1.

The U.S. Attorney specifically reserves the right not to recommend a reduction under USSG §3E1.1 if, at any time between Defendant's execution of this Agreement and sentencing, Defendant:

- (a) Fails to admit a complete factual basis for the plea;
- (b) Fails to truthfully admit his conduct in the offenses of conviction;
- (c) Falsely denies, or frivolously contests, relevant conduct for which Defendant is accountable under USSG §1B1.3;
- (d) Fails to provide truthful information about his financial status;
- (e) Gives false or misleading testimony in any proceeding relating to the criminal conduct charged in this case and any relevant conduct for which Defendant is accountable under USSG §1B1.3;
- (f) Engages in acts that form a basis for finding that Defendant has obstructed or impeded the administration of justice under USSG §3C1.1;
- (g) Intentionally fails to appear in Court or violates any condition of release;
- (h) Commits a crime;
- (i) Transfers any asset protected under any provision of this Agreement; or

- (j) Attempts to withdraw his guilty plea.

Defendant expressly understands that he may not withdraw his plea of guilty if, for any of the reasons listed above, the U.S. Attorney does not recommend that he receive a reduction in Offense Level for acceptance of responsibility.

Defendant expressly understands that, in addition to declining to recommend an acceptance-of-responsibility adjustment, the U.S. Attorney may seek an upward adjustment pursuant to USSG §3C1.1 if Defendant obstructs justice after the date of this Agreement.

4. Sentence Recommendation

The U.S. Attorney agrees to recommend the following sentence before the Court:

- (a) incarceration within the Guidelines sentencing range as calculated by the parties in Paragraph 3;
- (b) a fine within the Guidelines sentencing range as calculated by the parties in Paragraph 3, unless the Court finds that Defendant is not able and, even with the use of a reasonable installment schedule, is not likely to become able to pay a fine;
- (c) 24 months of supervised release;
- (d) a mandatory special assessment of \$400; and
- (e) restitution as determined by the Court.

Defendant agrees that he will provide to the U.S. Attorney expert reports, motions, memoranda of law and documentation of any kind on which he intends to rely at sentencing not later than 21 days before sentencing. Any basis for sentencing with respect to which all expert reports, motions, memoranda of law and documentation have not been provided to the U.S. Attorney at least 21 days before sentencing shall be deemed waived.

5. Payment of Mandatory Special Assessment

Defendant agrees to pay the mandatory special assessment to the Clerk of the Court on or before the date of sentencing, unless Defendant establishes to the satisfaction of the Court that Defendant is financially unable to do so.

6. Protection of Assets for Payment of Restitution, Forfeiture and Fine

Defendant agrees not to transfer, or authorize the transfer of, any asset that has been restrained by Order of the Court in this case or any asset, whether or not restrained, that Defendant has agreed to forfeit pursuant to this Agreement.

Defendant agrees not to transfer, or authorize the transfer of any other asset in which he has an interest without prior express written consent of the U.S. Attorney, except for:

- (a) Assets subject to superior, secured interests of innocent third parties, in which Defendant has an equity interest of less than \$5,000;
- (b) Ordinary living expenses necessary to house, clothe, transport and feed Defendant and those to whom Defendant owes a legal duty of support, so long as such assets do not exceed \$5,000 per month; and
- (c) Attorney's fees incurred in connection with this criminal case.

This prohibition shall be effective as of the date of Defendant's execution of this Agreement and continue until the fine, forfeiture and/or restitution ordered by the Court at sentencing are satisfied in full.

Defendant further agrees that, prior to sentencing, he will truthfully and accurately complete the sworn financial statement enclosed with this Agreement.

7. Waiver of Rights to Appeal and to Bring Collateral Challenge

- (a) Defendant has conferred with his attorney and understands that he has the right to challenge both his conviction and his sentence (including any orders relating to supervised release, fines, forfeiture, and restitution) on direct appeal. Defendant also understands that he may, in some circumstances, be able to argue in a future (collateral) challenge, such as pursuant to a motion under 28 U.S.C. §2255, 28 U.S.C. §2241, or 18 U.S.C. §3582(c), that his conviction should be set aside or his sentence (including any orders relating to supervised release, fines, forfeiture, and restitution) set aside or reduced.
- (b) Defendant waives any right he has to challenge his conviction on direct appeal or in a collateral challenge.
- (c) Defendant agrees that he will not file a direct appeal nor collaterally challenge any sentence of imprisonment of 41 months or less or any orders relating to supervised release, fines, forfeiture and restitution. This provision is binding even if the Court employs a Guidelines analysis different from that set forth in this Agreement.
- (d) The U.S. Attorney likewise agrees that, regardless of the analysis employed by the Court, the U.S. Attorney will not appeal any imprisonment sentence of 33 months or more.

- (e) Notwithstanding the previous subparagraphs, Defendant reserves the right to claim that Defendant's lawyer was ineffective in connection with the negotiation of this plea agreement or the entry of the guilty plea.

8. Other Post-Sentence Events

- (a) In the event that, notwithstanding the waiver provision of Paragraph 7(c), Defendant appeals or collaterally challenges his sentence, the U.S. Attorney reserves the right to argue the correctness of the sentence imposed by the Court (in addition to arguing that any appeal or collateral challenge is waived as a result of the waiver in Paragraph 7).
- (b) If, notwithstanding the waiver provision of Paragraph 7(c), Defendant seeks re-sentencing, he agrees that he will not seek to be re-sentenced with the benefit of any change to the Criminal History Category that the Court calculated at the time of Defendant's original sentencing, except to the extent that he has been found actually factually innocent of a prior crime. Thus, for example, Defendant will not seek to be re-sentenced based on the set aside of a prior conviction that occurs after sentencing unless he has been found actually factually innocent of that prior crime.
- (c) In the event of a re-sentencing following an appeal from or collateral challenge to Defendant's sentence, the U.S. Attorney reserves the right to seek a departure from the Sentencing Guidelines and a sentence outside the Sentencing Guidelines if, and to the extent, necessary to reinstate the sentence advocated by the U.S. Attorney at Defendant's initial sentencing pursuant to this Agreement.

9. Court Not Bound by Agreement

The sentencing recommendations made by the parties and their respective calculations under the Sentencing Guidelines are not binding upon the U.S. Probation Office or the Court. Within the maximum sentence Defendant faces under the applicable law, the sentence to be imposed is within the sole discretion of the Court. Defendant's plea will be tendered pursuant to Fed. R. Crim. P. 11(c)(1)(B). Defendant may not withdraw his plea of guilty regardless of what sentence is imposed. Nor may Defendant withdraw his plea because the U.S. Probation Office or the Court declines to follow the Sentencing Guidelines calculations or recommendations of the parties. In the event that the Court declines to follow the U.S. Attorney's Sentencing Guidelines calculations or recommendations, the U.S. Attorney reserves the right to defend the Court's calculations and sentence in any subsequent appeal or collateral challenge.

10. Forfeiture

Defendant understands that the Court will, upon acceptance of his guilty plea, enter an order of forfeiture as part of Defendant's sentence, and that the order of forfeiture may include assets directly traceable to Defendant's offense, assets used to facilitate Defendant's offense, substitute assets and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offense.

Defendant admits that these assets are subject to forfeiture on the grounds that they constitute or are derived from proceeds traceable to his violations, or are traceable to such property. Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, advice regarding the forfeiture at the change-of-plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant understands and agrees that forfeiture shall not satisfy or affect any fine, lien, penalty, restitution, cost of imprisonment, tax liability or any other debt owed to the United States.

Defendant agrees to assist fully in the forfeiture of the foregoing assets. Defendant agrees to promptly take all steps necessary to pass clear title to the forfeited assets to the United States, including but not limited to executing any and all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. Defendant further agrees that he will not assist any third party in asserting a claim to the forfeited assets in an ancillary or civil forfeiture proceeding, and that he will testify truthfully in any such proceeding. In order to assist the United States in locating and forfeiting assets, Defendant shall deliver to the U.S. Attorney within thirty days after signing this Agreement a sworn financial statement disclosing all assets in which Defendant currently has any interest, and all assets over which Defendant has exercised control, or has had any legal or beneficial interest, at any time from January 1, 2006 to the present. At the request of the U.S. Attorney, Defendant further agrees to be deposed with respect to Defendant's assets.

Defendant further agrees to waive all constitutional, legal and equitable challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Agreement. Defendant agrees not to challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this Agreement, and will not assist any third party with regard to such challenge or review.

11. Information For Presentence Report

Defendant agrees to provide all information requested by the U.S. Probation Office concerning Defendant's assets.

12. Civil Liability

By entering into this Agreement, the U.S. Attorney does not compromise any civil liability, including but not limited to any tax liability, that Defendant may have incurred or may incur as a result of his conduct and his plea of guilty to the charges specified in Paragraph 1 of this Agreement.

13. Rejection of Plea by Court

Should Defendant's guilty plea not be accepted by the Court for whatever reason, or later be withdrawn on motion of Defendant, this Agreement shall be null and void at the option of the U.S. Attorney.

14. Breach of Agreement

If the U.S. Attorney determines that Defendant has failed to comply with any provision of this Agreement, has violated any condition of his pretrial release, or has committed any crime following his execution of this Agreement, the U.S. Attorney may, at her sole option, be released from her commitments under this Agreement in their entirety by notifying Defendant, through counsel or otherwise, in writing. The U.S. Attorney may also pursue all remedies available to her under the law, irrespective of whether she elects to be released from her commitments under this Agreement. Further, the U.S. Attorney may pursue any and all charges that have been, or are to be, dismissed pursuant to this Agreement. Defendant recognizes that no such breach by him of an obligation under this Agreement shall give rise to grounds for withdrawal of his guilty plea. Defendant understands that, should he breach any provision of this Agreement, the U.S. Attorney will have the right to use against Defendant before any grand jury, at any trial or hearing, or for sentencing purposes, any statements that Defendant may make, and any information, materials, documents or objects that Defendant may provide to the government subsequent to this Agreement, or pursuant to the proffer agreement dated May 19, 2011, without any limitation. In this regard, Defendant hereby waives any defense to any charges that Defendant might otherwise have based upon any statute of limitations, the constitutional protection against pre-indictment delay, or the Speedy Trial Act.

15. Who Is Bound By Agreement

This Agreement is limited to the U.S. Attorney for the District of Massachusetts, and cannot and does not bind the Attorney General of the United States or any other federal, state or local prosecutive authorities.

16. Complete Agreement

This letter contains the complete agreement between the parties relating to the disposition of this case. No promises, representations or agreements have been made other than those set forth in this letter and in the proffer letter dated May 19, 2011. This Agreement supersedes prior understandings, if any, of the parties, whether written or oral, with the sole exception of those

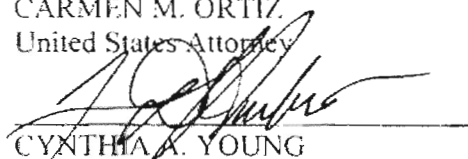
contained in the proffer letter dated May 19, 2011 (subject to Paragraph 14, above). This Agreement can be modified or supplemented only in a written memorandum signed by the parties or on the record in court.

If this letter accurately reflects the agreement between the U.S. Attorney and Defendant, please have Defendant sign the Acknowledgment of Agreement below. Please also sign below as Witness. Return the original of this letter to Assistant U.S. Attorney Alex J. Grant.

Very truly yours.


CARMEN M. ORTIZ
United States Attorney

By:


CYNTHIA A. YOUNG
Chief, Criminal Division
JAMES D. HERBERT
Deputy Chief, Criminal Division

ACKNOWLEDGMENT OF PLEA AGREEMENT

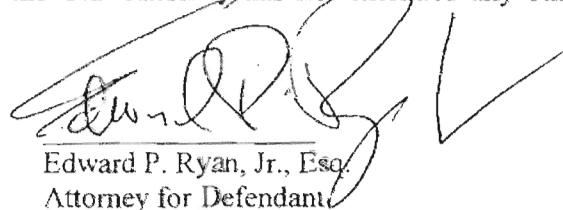
I have read this letter in its entirety and discussed it with my attorney. I hereby acknowledge that it fully sets forth my agreement with the United States Attorney's Office for the District of Massachusetts. I further state that no additional promises or representations have been made to me by any official of the United States in connection with this matter, and that I have received no prior offers to resolve this case. I understand the crimes to which I have agreed to plead guilty, the maximum penalties for those offenses and Sentencing Guideline penalties potentially applicable to them. I am satisfied with the legal representation provided to me by my attorney. We have had sufficient time to meet and discuss my case. We have discussed the charges against me, possible defenses I might have, the terms of this Plea Agreement and whether I should go to trial. I am entering into this Agreement freely, voluntarily, and knowingly because I am guilty of the offenses to which I am pleading guilty and I believe this Agreement is in my best interest.



Gary Como
Defendant

Date: 11/14/13

I certify that Gary Como has read this Agreement and that we have discussed its meaning. I believe he understands the Agreement and is entering into the Agreement freely, voluntarily, and knowingly. I also certify that the U.S. Attorney has not extended any other offers to resolve this matter.



Edward P. Ryan, Jr., Esq.
Attorney for Defendant

Date: 11/18/13

3:13-cr-30042-MAP All Defendants USA v. Peabody et al

Date filed: 12/03/2013

Date of last filing: 05/23/2014

History

Doc. No.	Dates	Description
1	<i>Filed & Entered:</i> 12/03/2013	Information - Felony
2	<i>Filed & Entered:</i> 12/03/2013	Plea Agreement
3	<i>Filed & Entered:</i> 12/03/2013	Plea Agreement
4	<i>Filed & Entered:</i> 12/03/2013	Case Assigned/Reassigned
5	<i>Filed & Entered:</i> 12/03/2013	Statement of counsel
6	<i>Filed & Entered:</i> 01/13/2014	Waiver of Indictment
7	<i>Filed & Entered:</i> 01/13/2014	Waiver of Indictment
8	<i>Filed & Entered:</i> 01/13/2014	Waiver of Indictment and Plea to Information
9	<i>Filed & Entered:</i> 01/13/2014	Bond
10	<i>Filed & Entered:</i> 01/13/2014	Bond
11	<i>Filed & Entered:</i> 01/13/2014	Order Setting Conditions of Release
12	<i>Filed & Entered:</i> 01/13/2014	Order Setting Conditions of Release
13	<i>Filed & Entered:</i> 01/13/2014	Procedural Order re Sentencing Hearing
14	<i>Filed & Entered:</i> 01/13/2014	Procedural Order re Sentencing Hearing
16	<i>Filed & Entered:</i> 03/19/2014 <i>Terminated:</i> 03/19/2014	Motion to Continue
17	<i>Filed & Entered:</i> 03/19/2014 <i>Terminated:</i> 03/19/2014	Motion to Continue
18	<i>Filed & Entered:</i> 03/19/2014	Order on Motion to Continue
19	<i>Filed & Entered:</i> 05/08/2014	Objection to Presentence Investigation Report
20	<i>Filed & Entered:</i> 05/22/2014 <i>Terminated:</i> 05/23/2014	Motion to Continue
21	<i>Filed & Entered:</i> 05/23/2014	Order on Motion to Continue

PACER Service Center**Transaction Receipt**

07/09/2014 11:02:43

11. East Coast Communications
12. Country Bank for Savings
13. Nortrax
14. Morbark, Inc.
15. Direct Capital Corporation
16. Financial Pacific
17. Pawnee Leasing Corp.
18. Katahdin Trust Company

Respectfully submitted,

CARMEN M. ORTIZ
United States Attorney

By: /s/ Alex J. Grant
ALEX J. GRANT
Assistant U.S. Attorney

Dated: December 3, 2013

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF).

/s/ Alex J. Grant
Alex J. Grant
Assistant United States Attorney

AO 455 (Rev. 01/09) Waiver of an Indictment

UNITED STATES DISTRICT COURT

for the
District of Massachusetts

United States of America

v.

Gary Como

Defendant

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)
)
)
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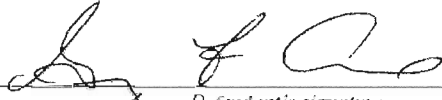
Case No. 13-30042

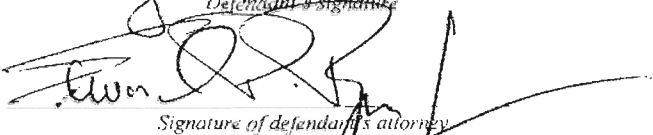
WAIVER OF AN INDICTMENT

I understand that I have been accused of one or more offenses punishable by imprisonment for more than one year. I was advised in open court of my rights and the nature of the proposed charges against me.

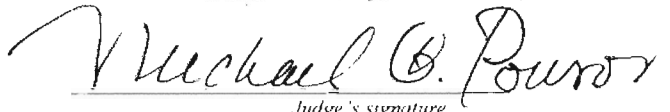
After receiving this advice, I waive my right to prosecution by indictment and consent to prosecution by information.

Date: 01/13/2014


Defendant's signature


Signature of defendant's attorney

Edward Ryan, Esq.
Printed name of defendant's attorney


Judge's signature

Michael A. Ponsor, USDJ
Judge's printed name and title

AO 455 (Rev. 01/09) Waiver of an Indictment

UNITED STATES DISTRICT COURT
for the
District of Massachusetts

United States of America)

v.)

Aaron Peabody)

-----)
Defendant)

Case No. 13-30042

WAIVER OF AN INDICTMENT

I understand that I have been accused of one or more offenses punishable by imprisonment for more than one year. I was advised in open court of my rights and the nature of the proposed charges against me.

After receiving this advice, I waive my right to prosecution by indictment and consent to prosecution by information.

Date: 01/13/2014

[Handwritten Signature]

Defendant's signature

[Handwritten Signature]

Signature of defendant's attorney

Peter Ettenberg, Esq.

Printed name of defendant's attorney

[Handwritten Signature]

Judge's signature

Michael A. Ponsor, USDJ

Judge's printed name and title

8-0

Full docket text for document 8:

ELECTRONIC Clerk's Notes for proceedings held before Judge Michael A. Ponsor: Waiver of Indictment and Plea to Information as to Aaron Peabody, Gary Como held on 1/13/2014. Plea agreement. Defendants are sworn. Court conducts Colloquy; Defts waive indictment in court wish to proceed by information. defts advised of the maximum penalties; Gov't summarizes the facts; (Attorneys present: Ettenberg, Ryan, Grant.) Plea entered Guilty counts 1-4. Court finds sufficient facts and accepts the deff's Plea; Court sets Sentencing for 4/10/14 2pm. Defendants released on Personal Recognizance bond. Obey Statutory conditions of release. Defts to report to USM to be processed. Court Reporter Name and Contact or digital recording information: Alice Moran (413-731-0086). (Pelegano, Theresa)

PACER Service Center			
Transaction Receipt			
07/09/2014 16:01:05			
PACER Login:	cm9147	Client Code:	
Description:	History/Documents	Search Criteria:	3:13-cr-30042-MAP
Billable Pages:	1	Cost:	0.10

AO 98 (Rev. 12-11) Appearance Bond

UNITED STATES DISTRICT COURT

for the

District of Massachusetts

United States of America)
v.)
Aaron Peabody) Case No. 13-30042-MAP
Defendant)

APPEARANCE BOND

Defendant's Agreement

I, Aaron Peabody (defendant), agree to follow every order of this court, or any court that considers this case, and I further agree that this bond may be forfeited if I fail:
(X) to appear for court proceedings;
(X) if convicted, to surrender to serve a sentence that the court may impose; or
(X) to comply with all conditions set forth in the Order Setting Conditions of Release.

Type of Bond

- (X) (1) This is a personal recognizance bond.
() (2) This is an unsecured bond of \$
() (3) This is a secured bond of \$, secured by:
() (a) \$, in cash deposited with the court.
() (b) the agreement of the defendant and each surety to forfeit the following cash or other property (describe the cash or other property, including claims on it -- such as a lien, mortgage, or loan -- and attach proof of ownership and value):
If this bond is secured by real property, documents to protect the secured interest may be filed of record.
() (c) a bail bond with a solvent surety (attach a copy of the bail bond, or describe it and identify the surety):

Forfeiture or Release of the Bond

Forfeiture of the Bond. This appearance bond may be forfeited if the defendant does not comply with the above agreement. The court may immediately order the amount of the bond surrendered to the United States, including the security for the bond, if the defendant does not comply with the agreement. At the request of the United States, the court may order a judgment of forfeiture against the defendant and each surety for the entire amount of the bond, including interest and costs.

AO 98 (Rev. 12/11) Appearance Bond

Release of the Bond. The court may order this appearance bond ended at any time. This bond will be satisfied and the security will be released when either: (1) the defendant is found not guilty on all charges, or (2) the defendant reports to serve a sentence.

Declarations

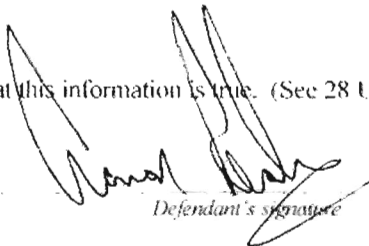
Ownership of the Property. I, the defendant and each surety – declare under penalty of perjury that:

- (1) all owners of the property securing this appearance bond are included on the bond;
- (2) the property is not subject to claims, except as described above; and
- (3) I will not sell the property, allow further claims to be made against it, or do anything to reduce its value while this appearance bond is in effect.

Acceptance. I, the defendant – and each surety – have read this appearance bond and have either read all the conditions of release set by the court or had them explained to me. I agree to this Appearance Bond.

I, the defendant – and each surety – declare under penalty of perjury that this information is true. (See 28 U.S.C. § 1746.)

Date:

X. 
Defendant's signature

Surety property owner – printed name

Surety property owner – signature and date

Surety property owner – printed name

Surety property owner – signature and date

Surety property owner – printed name

Surety property owner – signature and date

CLERK OF COURT

Date: 01/13/2014

/s/Theresa A. Pelegano
Signature of Clerk or Deputy Clerk

Approved.

Date: 10/10/2013

/s/Michael A. Ponsor
Judge's signature

AO 98 (Rev. 12/11) Appearance Bond

UNITED STATES DISTRICT COURT

for the

District of Massachusetts

United States of America)

v. Gary Como)

Defendant)

Case No. 13-30042-MAP

APPEARANCE BOND

Defendant's Agreement

I, Gary Como (defendant), agree to follow every order of this court, or any court that considers this case, and I further agree that this bond may be forfeited if I fail:

- (X) to appear for court proceedings;
(X) if convicted, to surrender to serve a sentence that the court may impose; or
(X) to comply with all conditions set forth in the Order Setting Conditions of Release.

Type of Bond

(X) (1) This is a personal recognition bond.

() (2) This is an unsecured bond of \$

() (3) This is a secured bond of \$, secured by:

() (a) \$, in cash deposited with the court.

() (b) the agreement of the defendant and each surety to forfeit the following cash or other property (describe the cash or other property, including claims on it such as a lien, mortgage, or loan - and attach proof of ownership and value):

If this bond is secured by real property, documents to protect the secured interest may be filed of record.

() (c) a bail bond with a solvent surety (attach a copy of the bail bond, or describe it and identify the surety):

Forfeiture or Release of the Bond

Forfeiture of the Bond. This appearance bond may be forfeited if the defendant does not comply with the above agreement. The court may immediately order the amount of the bond surrendered to the United States, including the security for the bond, if the defendant does not comply with the agreement. At the request of the United States, the court may order a judgment of forfeiture against the defendant and each surety for the entire amount of the bond, including interest and costs.

AO 98 (Rev. 12/11) Appearance Bond

Release of the Bond. The court may order this appearance bond ended at any time. This bond will be satisfied and the security will be released when either: (1) the defendant is found not guilty on all charges, or (2) the defendant reports to serve a sentence.

Declarations

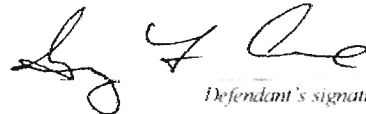
Ownership of the Property. I, the defendant – and each surety -- declare under penalty of perjury that:

- (1) all owners of the property securing this appearance bond are included on the bond;
- (2) the property is not subject to claims, except as described above; and
- (3) I will not sell the property, allow further claims to be made against it, or do anything to reduce its value while this appearance bond is in effect.

Acceptance. I, the defendant – and each surety – have read this appearance bond and have either read all the conditions of release set by the court or had them explained to me. I agree to this Appearance Bond.

I, the defendant – and each surety – declare under penalty of perjury that this information is true. (Sec 28 U.S.C. § 1746.)

Date: _____



Defendant's signature

Surety property owner – printed name

Surety property owner – signature and date

Surety property owner – printed name

Surety property owner – signature and date

Surety property owner – printed name

Surety property owner – signature and date

CLERK OF COURT

Date: 01/13/2014

/s/Theresa A. Pelegano

Signature of Clerk or Deputy Clerk

Approved.

Date: 10/10/2013

/s/Michael A. Ponsor

Judge's signature

United States District Court
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA
v.
Aaron Peabody
Defendant

ORDER SETTING CONDITIONS OF RELEASE

Criminal Action No. 13-30042-MAP

IT IS ORDERED that the release of the Defendant is subject to the following conditions:

- (1) The Defendant shall not commit any offense in violation of federal, state or local law while on release in this case.
(2) The Defendant shall immediately advise the court, Pretrial Services, defense counsel and the U.S. attorney in writing before any change in address and telephone number.
(3) The Defendant shall report as soon as possible, but no later than twenty-four hours after, to the Pretrial Services office any contact with any law enforcement personnel, including, but not limited to, any arrest, questioning, or traffic stop
(4) The Defendant shall appear at all proceedings as required and shall surrender for service of any sentence imposed as directed. The Defendant shall next appear at (if blank, to be notified)

Release on Personal Recognizance or Unsecured Bond

IT IS FURTHER ORDERED that the Defendant be released provided that:

- (X) (5) The Defendant promises to appear at all proceedings as required and to surrender for service of any sentence imposed.
() (6) The Defendant shall execute an unsecured bond binding the Defendant to pay the United States the sum of _____ dollars () in the event of a failure to appear as required or to surrender as directed for service of any sentence imposed, or for any violation of any condition(s) of release.

Additional Conditions of Release

Upon finding that release by one of the above methods will not by itself reasonably assure the appearance of Defendant and the safety of other persons and the community, it is FURTHER ORDERED that the release of Defendant is subject to the conditions marked below:

- () (7) The Defendant is placed in the custody of:
(Name of Person/organization) _____
(Address) _____

who agrees (a) to supervise the Defendant in accordance with all conditions of release, (b) to use every effort to assure the appearance of the Defendant at all scheduled court proceedings, and (c) to notify the court immediately in the event the Defendant violates any conditions of release or disappears.

Signed: _____
Custodian/Proxy

- () (8) The Defendant shall.
- () (a) report to Pretrial Services at (413) 785-6936, _____ as directed. If Defendant is required to report by telephone, Defendant shall call from a land line telephone.
 - () (b) execute a bond or an agreement to forfeit upon failing to appear as required, or for any violation of any condition(s) of release, the following sum of money or designated property: \$ _____
 - () (c) post with the court the following indicia of ownership of the above-described property: documentation as set forth in "Recommended Procedure for the Posting of Real Property as Security for Defendant's Appearance Bond in Criminal Cases"
 - () (d) execute a bail bond with solvent sureties in the amount of \$ _____
 - () (e) actively seek employment and submit to Pretrial Services all attempts to secure employment as directed; or, maintain employment and submit ongoing verification to Pretrial Services as directed.
 - () (f) maintain or commence an education program.
 - () (g) surrender passport to Pretrial Services.
 - () (h) obtain no passport.
 - () (i) abide by the following restrictions on personal association or travel: _____
 - () (j) maintain residence at _____
 - () (k) avoid all contact, directly or indirectly, with any persons who are or who may become a victim or potential witness in the subject investigation or prosecution, including but not limited to: _____
 - () (l) undergo medical or psychiatric treatment and/or remain in an institution as follows: continue mental health treatment and provide proof to pretrial services
 - () (m) return to custody each (week)day as of ___ o'clock after being released each (week)day as of _____
 - () (n) maintain residence at a halfway house or community corrections center, as deemed necessary by the Pretrial Services Officer.
 - () (o) refrain from possessing a firearm, destructive device, or other dangerous weapons.
 - () (p) refrain from (x) any () excessive use of alcohol.
 - () (q) refrain from use or unlawful possession of a narcotic drug or other controlled substances defined in 21 U.S.C. § 802, unless prescribed by a licensed medical practitioner
 - () (r) submit to any method of testing required by the Probation Officer for determining whether the defendant is using a prohibited substance. Such methods may be used with random frequency and include urine testing, the wearing of a sweat patch, a remote alcohol testing system, and/or any form of prohibited substance screening or testing.
 - () (s) participate in a program of inpatient or outpatient substance abuse therapy and counseling if deemed advisable by the Pretrial Services Officer.
 - () (t) refrain from obstructing or attempting to obstruct/tamper in any fashion, with the efficiency and accuracy of any testing or electronic monitoring which is required as a condition of release.
 - () (u) participate in one of the following home confinement program components and abide by all the requirements of the program which () will or () will not include the following location verification system: (x) electronic monitoring bracelet; fee waived () Voice Identification system:
 - () (i) **Curfew.** You are restricted to your residence every day () from _____ to _____, or () as directed by the Pretrial Services Officer; or,
 - () (ii) **Home Detention.** You are restricted to your residence at all time except as pre-approved by the court; or,
 - () (iii) **Home Incarceration.** You are restricted to your residence at all times except as pre-approved by the court.
 - () (v) make payments toward a fund which can ultimately be used to compensate appointed counsel, as required in the companion order issued in this matter pursuant to 18 U.S.C. § 3006A.

(9)other

Obey all statutory conditions of release

Advise of Penalties and Sanctions

TO THE DEFENDANT:

YOU ARE ADVISED OF THE FOLLOWING PENALTIES AND SANCTIONS:

A violation of any of the foregoing conditions of release may result in the immediate issuance of a warrant for your arrest, a revocation of release, an order of detention, and a prosecution for contempt of court and could result in a term of imprisonment, a fine, or both.

The commission of any crime while on pre-trial release may result in an additional sentence to a term of imprisonment of not more than ten years, if the offense is a felony; or a term of imprisonment of not more than one year, if the offense is a misdemeanor. This sentence shall be in addition to any other sentence.

Federal law makes it a crime punishable by up to five years of imprisonment, and a \$250,000 fine or both to intimidate or attempt to intimidate a witness, victim, juror, informant or officer of the court, or to obstruct a criminal investigation. It is also a crime punishable by up to ten years of imprisonment, a \$250,000 fine or both, to tamper with a witness, victim or informant, or to retaliate against a witness, victim or informant, or to threaten or attempt to do so.

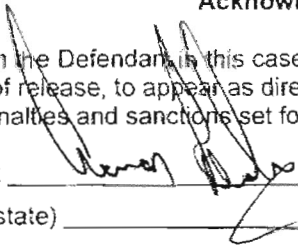
If after release, you knowingly fail to appear as required by the conditions of release, or to surrender for the service and additional punishment may be imposed. If you are convicted of:

- (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more, you shall be fined not more than \$250,000 or imprisoned for not more than ten years or both;
- (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years, you shall be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (3) any other felony, you shall be fined not more than \$250,000 or imprisoned not more than two years, or both;
- (4) a misdemeanor, you shall be fined not more than \$100,000 or imprisoned not more than one year, or both;

A term of imprisonment imposed for failure to appear or surrender shall be in addition to the sentence for any other offense. In addition, a failure to appear or surrender may result in the forfeiture of any bond posted.

Acknowledgment of Defendant

I acknowledge that I am the Defendant in this case and that I am aware of the conditions of release. I promise to obey all conditions of release, to appear as directed, and to surrender for service of any sentence imposed. I am aware of the penalties and sanctions set for above.

Signature of Defendant 
Address(including city/state) _____
Telephone Number _____

Directions to United States Marshal

- (x) The Defendant is ORDERED released after processing.
- () The United States marshal is ORDERED to keep the Defendant in custody until notified by the clerk or judicial officer that the Defendant has posted bond and/or complied with all other conditions for release. The Defendant shall be produced before the appropriate judicial at the time and place specified, if still in custody.

Michael A. Ponsor
U.S. District Judge

By: /s/ Theresa Pelegano
Theresa Pelegano
Deputy Clerk

United States District Court
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA)
)
 V.)
)
 Gary Como)
 Defendant)
)
)

**ORDER SETTING CONDITIONS
OF RELEASE**

Criminal Action No.13-30042-MAP

IT IS ORDERED that the release of the Defendant is subject to the following conditions:

- (1) The Defendant shall not commit any offense in violation of federal, state or local law while on release in this case.
- (2) The Defendant shall immediately advise the court, Pretrial Services, defense counsel and the U.S. attorney in writing before any change in address and telephone number.
- (3) The Defendant shall report as soon as possible, but no later than twenty-four hours after, to the Pretrial Services office any contact with any law enforcement personnel, including, but not limited to, any arrest, questioning, or traffic stop.
- (4) The Defendant shall appear at all proceedings as required and shall surrender for service of any sentence imposed as directed. The Defendant shall next appear at (if blank, to be notified)

Release on Personal Recognizance or Unsecured Bond

IT IS FURTHER ORDERED that the Defendant be released provided that:

- (X) (5) The Defendant promises to appear at all proceedings as required and to surrender for service of any sentence imposed.
- () (6) The Defendant shall execute an unsecured bond binding the Defendant to pay the United States the sum of _____ dollars () in the event of a failure to appear as required or to surrender as directed for service of any sentence imposed, or for any violation of any condition(s) of release.

Additional Conditions of Release

Upon finding that release by one of the above methods will not by itself reasonably assure the appearance of Defendant and the safety of other persons and the community, it is FURTHER ORDERED that the release of Defendant is subject to the conditions marked below:

- () (7) The Defendant is placed in the custody of:
(Name of Person/organization) _____
(Address) _____

who agrees (a) to supervise the Defendant in accordance with all conditions of release, (b) to use every effort to assure the appearance of the Defendant at all scheduled court proceedings, and (c) to notify the court immediately in the event the Defendant violates any conditions of release or disappears.

Signed: _____
Custodian/Proxy

- () (8) The Defendant shall:
- () (a) report to Pretrial Services at (413) 785-6936, _____ as directed. If Defendant is required to report by telephone, Defendant shall call from a land line telephone.
 - () (b) execute a bond or an agreement to forfeit upon failing to appear as required, or for any violation of any condition(s) of release, the following sum of money or designated property: \$ _____
 - () (c) post with the court the following indicia of ownership of the above-described property: documentation as set forth in "Recommended Procedure for the Posting of Real Property as Security for Defendant's Appearance Bond in Criminal Cases"
 - () (d) execute a bail bond with solvent sureties in the amount of \$ _____
 - () (e) actively seek employment and submit to Pretrial Services all attempts to secure employment as directed; or, maintain employment and submit ongoing verification to Pretrial Services as directed.
 - () (f) maintain or commence an education program.
 - () (g) surrender passport to Pretrial Services.
 - () (h) obtain no passport.
 - () (i) abide by the following restrictions on personal association or travel: _____
 - () (j) maintain residence at _____
 - () (k) avoid all contact, directly or indirectly, with any persons who are or who may become a victim or potential witness in the subject investigation or prosecution, including but not limited to: _____
 - () (l) undergo medical or psychiatric treatment and/or remain in an institution as follows: continue mental health treatment and provide proof to pretrial services _____
 - () (m) return to custody each (week)day as of ___ o'clock after being released each (week)day as of _____
 - () (n) maintain residence at a halfway house or community corrections center, as deemed necessary by the Pretrial Services Officer.
 - () (o) refrain from possessing a firearm, destructive device, or other dangerous weapons.
 - () (p) refrain from (x) any () excessive use of alcohol.
 - () (q) refrain from use or unlawful possession of a narcotic drug or other controlled substances defined in 21 U.S.C. § 802, unless prescribed by a licensed medical practitioner.
 - () (r) submit to any method of testing required by the Probation Officer for determining whether the defendant is using a prohibited substance. Such methods may be used with random frequency and include urine testing, the wearing of a sweat patch, a remote alcohol testing system, and/or any form of prohibited substance screening or testing.
 - () (s) participate in a program of inpatient or outpatient substance abuse therapy and counseling if deemed advisable by the Pretrial Services Officer.
 - () (t) refrain from obstructing or attempting to obstruct/tamper in any fashion, with the efficiency and accuracy of any testing or electronic monitoring which is required as a condition of release.
 - () (u) participate in one of the following home confinement program components and abide by all the requirements of the program which () will or () will not include the following location verification system: (x) electronic monitoring bracelet; fee waived () Voice Identification system:
 - () (i) **Curfew.** You are restricted to your residence every day () from _____ to _____, or () as directed by the Pretrial Services Officer; or,
 - () (ii) **Home Detention.** You are restricted to your residence at all time except as pre-approved by the court; or,
 - () (iii) **Home Incarceration.** You are restricted to your residence at all times except as pre-approved by the court
 - () (v) make payments toward a fund which can ultimately be used to compensate appointed counsel, as required in the companion order issued in this matter pursuant to 18 U.S.C. § 3006A.

(9) other

Obey all statutory conditions of release

Advise of Penalties and Sanctions

TO THE DEFENDANT:

YOU ARE ADVISED OF THE FOLLOWING PENALTIES AND SANCTIONS:

A violation of any of the foregoing conditions of release may result in the immediate issuance of a warrant for your arrest, a revocation of release, an order of detention, and a prosecution for contempt of court and could result in a term of imprisonment, a fine, or both.

The commission of any crime while on pre-trial release may result in an additional sentence to a term of imprisonment of not more than ten years, if the offense is a felony; or a term of imprisonment of not more than one year, if the offense is a misdemeanor. This sentence shall be in addition to any other sentence.

Federal law makes it a crime punishable by up to five years of imprisonment, and a \$250,000 fine or both to intimidate or attempt to intimidate a witness, victim, juror, informant or officer of the court, or to obstruct a criminal investigation. It is also a crime punishable by up to ten years of imprisonment, a \$250,000 fine or both to tamper with a witness, victim or informant, or to retaliate against a witness, victim or informant, or to threaten or attempt to do so.

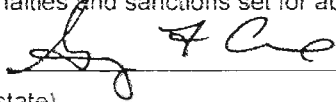
If after release, you knowingly fail to appear as required by the conditions of release, or to surrender for the service and additional punishment may be imposed. If you are convicted of:

- (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more, you shall be fined not more than \$250,000 or imprisoned for not more than ten years, or both;
- (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years, you shall be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (3) any other felony, you shall be fined not more than \$250,000 or imprisoned not more than two years, or both;
- (4) a misdemeanor, you shall be fined not more than \$100,000 or imprisoned not more than one year, or both;

A term of imprisonment imposed for failure to appear or surrender shall be in addition to the sentence for any other offense. In addition, a failure to appear or surrender may result in the forfeiture of any bond posted.

Acknowledgment of Defendant

I acknowledge that I am the Defendant in this case and that I am aware of the conditions of release. I promise to obey all conditions of release, to appear as directed, and to surrender for service of any sentence imposed. I am aware of the penalties and sanctions set for above.

Signature of Defendant 

Address(including city/state) _____

Telephone Number _____

Directions to United States Marshal

- (x) The Defendant is ORDERED released after processing.
- () The United States marshal is ORDERED to keep the Defendant in custody until notified by the clerk or judicial officer that the Defendant has posted bond and/or complied with all other conditions for release. The Defendant shall be produced before the appropriate judicial at the time and place specified, if still in custody.

Michael A. Ponsor
U.S. District Judge

By: /s/ Theresa Pelegano
Theresa Pelegano
Deputy Clerk

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

v.

CRIMINAL NO. 13-30042-MAP

Aaron Peabody

Defendant(s).

AMENDED PROCEDURAL ORDER
RE: SENTENCING HEARING (In the light of U.S. v. Booker.)

Ponsor, D.J.

A plea of guilty or nolo contendere, or a verdict of guilty, having been entered on 1/13/14, under the Sentencing Reform Act of 1984, it is hereby **ORDERED**:

Pre-sentence Investigation

1. a) The United States Probation Office shall commence immediately the pre-sentence investigation unless as provided in Fed. R. Crim. Pro. Rule 32(i), the court finds under Rule 32 (c) (1)(A) and (B) that the information in the record enables it to exercise its sentencing authority meaningfully under 18 U.S.C. § 3553 and the court explains this finding on the record.
- b) The Probation Office shall prepare pre-sentence investigation reports in the order in which the requests from the court are received.

Statement of Relevant Facts

2. Not later than seven days after the plea or verdict [or on 1/20/14], the attorney for the government shall provide to the United States Probation Office a statement of relevant facts and any other documents pertinent under Federal Rules of Criminal Procedure 32 (d) and shall simultaneously serve on counsel for the defendant a copy of everything provided to the Probation Office.

Submission of Information Regarding Identifiable Victims (if applicable)

3. Not later than seven days after the plea or verdict (or on 1/20/2014), the attorney for the government shall provide to the United States Probation Office a written statement setting forth the names of the victims, their contact information/addresses, and the amount of loss sustained by each victim/restitution owed to each victim pursuant to the Federal Rules of Criminal Procedure, Rule 32(c)(1)(B).

Interview of Defendant

4. The Probation Office shall provide a reasonable opportunity for defense counsel to attend any interview of the defendant conducted by a probation officer during the pre-sentence investigation.
 - a) If the case is resolved by a plea, and the Probation Office has timely notification of the plea, it shall hold an interview with the defendant on the day of the plea. If an interview cannot be held on the day of the plea, the Probation Office shall schedule an interview to be held within seven days after the plea or within such additional time as the court may order.
 - b) If the case is resolved by a verdict, the Probation Office shall schedule an interview with the defendant to be held within seven days after the verdict or within such additional period of time as the court may order.
 - c) If the defendant is in custody, the United States Marshal shall, at the request of the Probation Office, bring the defendant to the courthouse for an interview at the earliest feasible time.

Pretrial Services Responsibility

5. Pretrial Services shall provide to the Probation Office all documents in the possession of Pretrial Services that may be relevant to the pre-sentence investigation, including a copy of the Pretrial Report, the defendant's state, local, and national criminal record, police reports, copies of convictions, drug test results, reports of incidents, and other reports and supporting documents.

Date of Sentencing

6. The sentencing hearing (and sentencing) is scheduled to occur at 2:00 P.M. on 4/10/2014, in courtroom _____ on the 3RD floor. This date is to be not sooner than ten weeks after the date of the plea/verdict, in order to permit the following:
 - a) Probation Office shall have **five weeks** after the date of plea/verdict for the preparation and disclosure of the initial report.
 - b) Probation Office shall disclose the initial report to defense counsel and government counsel **no less than five weeks before the** sentencing hearing, unless the defendant expressly waives the minimum five week pre-sentencing notification period.
 - c) The date when disclosure has been effected to each attorney is the date of the mailing of a copy to that attorney. An attorney may, in lieu of receiving disclosure by mail, make arrangements with the Probation Office to pick up the report no later than 3:00 p.m. on the date disclosure is due. It is the responsibility of the defense counsel to disclose the pre-sentence report to the defendant and to discuss it with and explain it to the defendant.

Objections Procedure

7. **Within fourteen days after disclosure of the report**, attorneys for the government and the defendant shall advise the probation officer and each other in writing, of any objections they may have as to any material information, sentencing classifications, sentencing guideline ranges, or policy statements contained in or omitted from the report.
8. The probation officer shall conduct any further investigation and make any revisions to the pre-sentence report that may be necessary. The probation officer may require counsel for both parties to confer with the probation officer to identify and attempt to resolve any factual or legal disputes which may require hearing by the court.

Final Pre-sentence Report

9. **Not later than 4/3/14** (which is a date not less than seven days before the sentencing hearing), the probation officer shall submit to the court and disclose to the attorneys the final pre-sentence report, including any addendum, setting forth the unresolved objections, the grounds for these objections and the probation officer's comments on the objections. The probation officer shall certify that the contents of the report, including any revisions, and the addendum have been disclosed to the defendant and to counsel for the defendant and the government, and that the addendum fairly states any remaining unresolved objections. Except with regard to any unresolved objections, the report of the pre-sentence investigation may be accepted by the court as accurate. The court, however, for good cause shown, may allow a new objection to the pre-sentence report to be raised at any time before the imposition of sentence.

Hearing and Counsel's obligations

10. The Court is to hold a sentencing hearing to resolve any disputed issues.
 - a) **Obligations of Counsel:** Not less than five days before the sentencing hearing [or such other time as set by the court]
 - (1) **Notice:** Counsel are to advise the Court:
 - (a) whether either party will move for a departure from the applicable guideline range or will move for a non guideline sentence;
 - (b) whether apart from (a), there are legal questions not adequately addressed in the presentence report or not addressed at all;
 - (c) whether there are factual issues which the party contend require an evidentiary hearing.
 - (2) **Memorandum:** Counsel submit a memorandum outlining the legal and factual issues implicated in (1) above. Counsel are also urged to draft memoranda in the form of proposed findings of fact and conclusions of law relevant to the issues described above.

(3) **Service on Probation:** A copy of the memorandum and any submissions addressing sentencing issues submitted by counsel must also be provided to the probation officer five days in advance of the sentencing hearing.

11. The schedule set forth in this Order may be modified by the Court for good cause shown.
12. Disclosure of the pre-sentence report is made under the provisions of Rule 32, Fed. R. Crim. Pro., except that the Probation Office shall not disclose any recommendation it made to the court as to sentence. Any such recommendation made to the court by the Probation Office must not contain factual information not already disclosed to both counsel and to the defendant.

1/13/14

DATE

/s/ Michael A. Ponsor

The Honorable Michael A. Ponsor
Judge, U.S. District Court

cc: Counsel
Probation Office
Pretrial Services

ProcOrderSentencingRev4-14-06forPDF.wpd

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

v.

CRIMINAL NO. 13-30042-MAP

Gary Como

Defendant(s).

AMENDED PROCEDURAL ORDER
RE: SENTENCING HEARING (In the light of U.S. v. Booker.)

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1/13/14

DATE

/s/ Michael A. Ponsor

The Honorable Michael A. Ponsor
Judge, U.S. District Court

cc: Counsel
Probation Office
Pretrial Services

ProcOrderSentencingRev4-14-06forPDF.wpd

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA)
)
vs.) Criminal No. 13-30042 -MAP
)
GARY COMO,)
)
DEFENDANT)

ASSENTED TO MOTION TO CONTINUE SENTENCING HEARING

Now comes the Defendant, and moves that this Court continue his Sentencing now scheduled for April 10, 2014, and requests that the hearing be scheduled for June 5, 2014.

As grounds for this Motion, the undersigned states that he needs additional time to prepare and submit the objections to the Presentence Report. It would accordingly be in the interest of all parties and in the interest of justice to postpone sentencing.

Respectfully submitted
The Defendant, by his attorney

Dated: March 19, 2014

ASSENTED TO:

/s/ Alex Grant
Alex Grant, AUSA

/s/ Edward P. Ryan, Jr.
Edward P. Ryan, Jr., Esq.
O'Connor and Ryan, P.C.
61 Academy Street
Fitchburg, MA 01420
978-345-4166
BBO# 434960

CERTIFICATE OF SERVICE

I, Edward P. Ryan, Jr., *Attorney for the Defendant*, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participants.

/s/ Edward P. Ryan, Jr.
Edward P. Ryan, Jr.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES)
)
)
V.) NO. 13-cr-30042-MAP
)
)
AARON PEABODY)

ASSENTED TO MOTION TO CONTINUE SENTENCING

Now comes the defendant in the above entitled matter and respectfully moves this Honorable Court to CONTINUE his sentencing now scheduled for April 10, 2014, and to reschedule sentencing for JUNE 5, 2014.

As grounds, the undersigned says that he recently received the PSR and needs additional time to research, prepare and submit any objections and corrections to the report. It would accordingly be in the interests of all parties and the interests of justice to postpone sentencing.

THE GOVERNMENT HAS ASSENTED TO THIS MOTION.

Respectfully Submitted,
AARON PEABODY
By his Attorney,

/s/Peter L. Ettenberg

Peter L. Ettenberg, Esquire
GOULD & ETTENBERG, P.C.
370 Main Street
Worcester, MA 01608
Telephone: (508) 752-6733
BBO # 156520

ASSENT:
/s/Alex Grant

CERTIFICATE OF SERVICE

I certify that I have served a copy of the above on all interested parties, by ECF.

/s/ Peter L. Ettenberg
Peter L. Ettenberg

Dated: March 19, 2014

18-0

Full docket text for document 18:

Judge Michael A. Ponsor: ELECTRONIC ORDER entered granting [17] Motion to Continue 4/10/14 sentencing as to Aaron Peabody (1); granting [16] Motion to Continue 4/10/14 sentencing as to Gary Como (2) Sentencing RESCHEDULED for 6/5/2014 02:00 PM in Hampden Courtroom before Judge Michael A. Ponsor. (Pelegano, Theresa)

PACER Service Center			
Transaction Receipt			
07/09/2014 16:16:14			
PACER Login:	cm9147	Client Code:	
Description:	History/Documents	Search Criteria:	3:13-cr-30042-MAP
Billable Pages:	1	Cost:	0.10

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA)	
)	
vs.	)	Criminal No. 13-30042 -MAP
)	
GARY COMO,)	
DEFENDANT)	

OBJECTIONS TO PSR

Now comes the defendant, Gary Como and makes the following comments and objections to the presentence investigation report.

Page 1:

The defendant believes that the statutory penalty for Counts 2-4 is twenty (20) years, not (30) thirty years.

Paragraph 15:

The defendant has reviewed the victim list and specification of losses and believes the correct figure is \$914,757.32 rather than 1,007,524.06, as per the schedule attached and marked A. If the loss calculation is as calculated by the defendant, the applicable guideline range, pursuant to U.S.S.G. 2B1.1 (b)(1)(H) merits a 14 level increase as opposed to a 16 level increase. See paragraph 22 of the PSR.

Mr. Como has been making payments to some of the victims, either voluntarily or a result of legal actions brought against him. To date he has made a total of approximately \$120,900 in such payments. One of the victims is his present employer.

Paragraph 22:

As indicated above, the defendant believes that the loss amount is actually

\$914,757.32. Pursuant to the provisions of U.S.S.G. 2B1.1 (b)(1)(H) a 14 level increase is applied.

Paragraph 23:

Many of the losses are in fact the same victim. The defendant believes the number of victims number less than ten and the adjustment should not apply.

Paragraph 27:

The adjusted offense level is 21.

Paragraph 31:

The total offense level is 18.

Paragraph 61:

With respect to the amount of \$875 listed as other expenses, the defendant states that this sum is the total monthly sum for payments being made to the Department of Revenue, Financial Pacific and John Deere, all as result of the defendant's conduct in this case.

Paragraph 63:

Based on a total offense level of 18 and a criminal history of category I, the guideline range of imprisonment is 27-33 months.

Paragraph 67:

Count 1 is a Class D felony and the court may impose a term of supervised release of not more than three years. Counts 2-4 are Class C felonies and the court may impose a term of supervised release of not more than three years. Counts 2-4 are not Class B felonies.

Paragraph 69:

Counts 2-4 are not Class B felonies, but are Class C felonies. Accordingly the guideline range for a term of supervised release pursuant to U.S.S.G. 5D1.2 (a)(2) is at least one year but not more than three years.

Paragraph 70:

There is no statutory prohibition against a sentence of probation in this case for any count in the information.

Paragraph 72:

The guideline provisions cited in this paragraph are inapplicable and there is no prohibition to a sentence of probation.

Paragraph 73:

The maximum fine for Counts 2-4 is \$250,000 or twice the amount of the gross gain or loss, whichever is greater.

Paragraph 75:

The fine range as set forth in U.S.S.G. 5E1.2 (c)(2) and (4) is 7,500 to \$250,000.

Paragraph 77:

The amount of restitution will have to be determined as there are amounts that are unknown and there have been payments made by the Defendant. In addition there is a discrepancy in the loss amounts as stated, *infra*. See exhibit A.

Paragraph 79:

The defendant will argue that there are grounds for departure from the applicable guideline range, including but not limited to family ties and responsibilities, voluntary disclosure of the offense, aberrant behavior and extraordinary efforts of rehabilitation

and voluntary restitution to victims.

Paragraph 81:

The defendant will present arguments and materials that may warrant a sentence outside of the applicable guideline range. Attached are various letters attesting to the Defendant's character all collectively marked as Exhibit B.

Respectfully submitted
The Defendant, by his attorney

Dated: May 9, 2014

/s/ Edward P. Ryan, Jr.
Edward P. Ryan, Jr., Esq.
O'Connor and Ryan, P.C.
61 Academy Street
Fitchburg, MA 01420
978-345-4166
BBO# 434960

+

CERTIFICATE OF SERVICE

I, Edward P. Ryan, Jr., Attorney for the Defendant, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participants.

/s/ Edward P. Ryan, Jr.
Edward P. Ryan, Jr.

"A"

Machine	Victim	Court Amount	Statement Amount
24604	BK Tree Service CAT	19647.98	18152.26
50519	Boagan Tree (NEED Equip)	10642.2	10167.61
51249	Arbor Care Tree	10717.65	10581.02
24685	BK Tree Service CAT	26503.2	22084.74
24745	Bourgeois Wrecking	24987.89	21462.28
50556	Canonlca Firewood CAT	3084.09	4037.91
24499	Northern Acres CAT	9610.02	9084.37
51490	Tamarack Tree	38949.4	40294.6
24558	Viking Tree	8245.04	8199.77
51449	Arbor Care Tree	32867.28	28985.22
51302	Arbor Care Tree	30911.79	27956.94
51538	Arbor Care Tree	63908.54	50114.63
51553	Arbor Care Tree	76577.45	58936.29
51406	East Coast (Cheney)	45738.66	41339.45
51519	East Coast (Cheney)	51729.61	40210.92
51520	East Coast (Cheney)	72500.21	57426.02
51503	East Coast (Cheney)	74929.78	59650.02
	Country Bank	138280.36	138280.36
71112	Nortrax	9270.74	9270.74
51086	Nortrax	38699.2	38699.2
various	Morbark	104076.05	104076.05
pvt-h790	Morbark	19000	19000
pvt-h790	Direct Capital	15324.37	15324.37
791-0028	Financial Pacific	14807.52	14807.52
51279	Pawnee Leasing	45862.68	45962.68
50556	Pawnee Leasing	20652.35	20652.35
		1007524.06	914757.32



NORTHERN CONSTRUCTION SERVICE, INC.
1290 PARK STREET
PALMER, MASSACHUSETTS 01069



March 23, 2014

To Whom It May Concern:

This letter is written in support of the character and performance of Mr. Gary Como, currently an employee under my direct supervision, within the Transmission Lines Division of Northern Construction Service, Inc.

Mr. Como joined my Project Leadership Team shortly after completing the restoration efforts of the June 1, 2011 Tornado that hit the Connecticut River Valley. His display of excellent organization and attention to detail to disaster mitigation efforts in the aftermath of the destructive effects of that unfortunate event earned him my consideration as a candidate to join our team in electric transmission civil construction. He formally joined my team on August 6, 2011 and began work on the most environmentally sensitive project Northern had undertaken to date. Beginning as a General Foreman, his dedication to safety and environmental compliance on the project soon earned him a Superintendent of Construction position in early January of 2012. Since that time he has completed all of our Western Massachusetts and southern New Hampshire projects without incident under difficult regulatory and environmental constraints. Our largest Client, Northeast Utilities Transmission, has come to expect nothing but perfection in project execution with a perfect compliance record. This has been accomplished in a large part on the efforts of Mr. Como and his willingness to execute to the highest expectations of our customer and commitment to the enhanced safety and environmental standards of our industry.

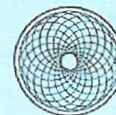
I can say without reservation that Mr. Como is a critical part of my management team, leading by example and providing me with consistent management performance that has brought a stable continuity to the operational territory he is responsible for.

I would like to also state, again without reservation, that Mr. Como has always displayed a forthrightness and honest clarity in his work with my customers, employees and myself. He has demonstrated a determined work ethic and willingness to work within a team framework for the success of all participants in our organization.

Please feel free to contact me at any time.

Sincerely,

Larry Bruffee
Senior Project Manager
Northern Construction Service, Inc.
Mobile: 413-522-4155
Email: Bruffee@northerntree.com



JM Fiske Environmental

Date 3/23/14

To Whom It May Concern,

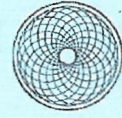
321 Zerah Fiske Road
Shelburne, MA 01370
413-625-6375
jmfiskeenvironmental@yahoo.com

In all honesty I have had been tormented writing this character letter for Gary Como for many months. Not because I don't think I know the caliber of the individual, truly because I am having issues with being emotionally honest and realizing there is a legal appropriateness to such a document.

I have known Gary Como since September of 2011 while working as a sub-contractor for Northern Land Clearing. Northern contracted me as their Environmental Consultant to oversee the construction of a mile long timber mat road through a beaver impoundment. A project of great magnitude never witnessed before and subsequently under scrutiny the entire time..

Prior to Gary's deployment to the project I was working with a different Site Supervisor. Many facet of the job were being neglected as well as daily conflicts with the Site Supervisor. Gary came on to the project as an assistant to help alleviate the Site Supervisors work load. Within a week Gary had taken over the project and helped make everything run smoothly. The job was completed without incident and all involved with the job had the utmost respect for Gary.

I have worked on many construction sites with all sorts of personalities. In all honesty, Gary is one of the best Supervisors I have had the luxury to work with. I say luxury because he has made my job easier on the projects we have worked on together over the years. Gary is respectful, responsible and easy going. The way Gary conducts business has also gained him respect and loyalty amongst those who work with him. People, who work at Northern, request to be on Gary's crew because they know the job will be done well and they will be treated well.



JM Fiske Environmental

321 Zerah Fiske Road
Shelburne, MA 01370
413-625-6375
jmfiskeenvironmental@yahoo.com

When Gary informed me of his predicament I was shocked. Shocked because I knew Gary to be a responsible person on all levels, including honesty and fiscal responsibility to Northern. The deciding factor of Gary's character to me was that he had taken on the legal and financial responsibility of a situation that could ruin him and his family. That is the point... Gary stood up and took responsibility for not only himself but his family. Gary could have been irresponsible and let his family deal with the fall out but no. Gary has chose to face his accusations regardless of outcome. Payment was made all along during legal process as was asked by governing entities. To me it speaks volumes, ask anyone I am a tough customer, speaking these words are difficult, yet how can I deny someone who truly deserves these words based on my interaction.

I know Gary Como to be a responsible, respectful, concerned individual. You could walk on to any job site and here the same reports. Please do not hesitate to contact me to reiterate the same words or expound on the theme. I consider Gary to be a cohort and friend.

Sincerely yours,

Julia M Fiske



NORTHERN TREE SERVICE, Inc.

1290 Park Street, Palmer MA 01069 P.O. Box 790
(800) 232-6132 phone (413) 283-5132 fax
www.northerntree.com



March 17, 2014

To Whom it May Concern:

I am writing this letter on behalf of Gary Como, who I have known professionally for the last 18 years. For the last 2-½ years Gary has been an employee, in excellent standing, for us at Northern Tree Service/Northern Construction Service. In his time at Northern, Gary has been an exemplary employee exhibiting tremendous work ethic and integrity.

Gary has advanced to managerial status exceeding all expectations and is a key member of our team. That being said, we are aware of the transgressions Gary has made in the past and as a business owner we were a client who experienced being taken advantage of by New England Equipment. However, more importantly, Gary has demonstrated his remorse by being upfront and honest about his poor decisions and proved to us his regret by paying us back all that was owed to us.

As a business owner, I am asked to write letters on behalf of people frequently. Time does not always allow me to fill these requests. In this circumstance, however, I found it important to convey that something good has come from a bad situation and a person is capable of changing. Instead of dwelling on what Gary has done wrong and how it affected us I am writing to say that Gary is an example of someone who is better to society as a working tax paying individual than by being incarcerated.

By continuing to work, Gary's current salary would allow him to pay back his victims. This may be a slow process, however it would appear to me to be a much more fiscally responsible decision than for Gary to be incarcerated and lose his ability to pay any restitution to his victims. Please feel free to contact me if you should have any questions or require any additional information and thank you for your time.

Sincerely,

Timothy M. LaMotte, C.P.A.
Treasurer, Northern Tree Service Inc.



NORTHERN TREE SERVICE, Inc.

1290 Park Street, Palmer MA 01069 P.O. Box 790

(800) 232-6132 phone (413) 283-5132 fax

www.northern-tree.com



February 1, 2014

To whom it may concern:

With great concern I am writing this letter in regards to my associate and friend, Mr. Gary Como. I am currently a Project Manager with Northern Tree Service Inc. and its affiliate companies. I have been with the company and its affiliates for the past eleven years. Upon an Honorable separation from the U.S. Navy in 2002 I began working as a general laborer, over the years being promoted to various positions up to the one I currently hold today.

I first met Gary in 2010 when he came to work for the company. Since that time I have gotten to know and work very close with Gary, working in the same division within the company. Over the years I have worked with many different individuals, none of which were as professional, hardworking, team oriented, or as considerate as Gary. Working with one of our largest clients, Gary has helped build a strong, trusting, team oriented relationship, which has allowed us to grow and expand our business with the client. Gary single handedly runs all day to day operations in the Western MA. area for our client. Gary is not just an integral part of our operation he is one of the cornerstones.

Knowing Gary not only professionally but as a friend, he has confided in me about his legal situation. Gary has expressed the regret of decisions he has made, not only for those parties affected, but also for his family. Gary has stated that he has been working with those affected by his actions to repay losses that were incurred from such actions. Gary is aware that even with all his good faith efforts in trying to right his wrongs, it will never take away the shame and disappointment in which he carries.

I respectfully ask the mercy of your sentence deliberations. I pray that you could look beyond Gary's fault and allow him to move forward in addressing that moment in his life when his actions were unbecoming of his true self. Gary is a hardworking family man who is a benefit, not impending on our society. Gary has proven his willingness in taking responsibility for his actions and I have the utmost confidence in Gary making full restitution to all those involved. This action of responsibility not only effects himself and his family in the present, but for many years to come.

Thank you for your consideration, I would be obliged to answer any questions that you may have.

Respectfully Submitted,

Scott O. Kenyon Jr.

Project Manager

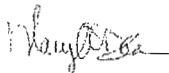
January 26, 2014

To whom it may concern,

The Gary Como presented to you is not the Gary Como I know and grew up with. The Gary I grew up with is a kind, thoughtful, fun-loving and protective brother. We grew up in a large family of eight. Our parents purchased many acres of farmland when we were very young. Their goal was to work the land, to feed their six children, and to teach them the value of hard work and responsibility. We learned at a very young age to tend the garden, to drive the machinery, and to care for the animals. My brother Gary took to farming more than any of us. He was able to grow it into a business and, at one time, planned to make it his way of life. Farming never takes a day off. Gary worked hard all day, every day, to keep the farm running smoothly.

I believe all those years on the farm taught Gary the lessons of hard work and responsibility our parents set out to instill. While I don't know the full extent of his crimes, I do know that by pleading guilty, Gary is standing up and taking responsibility for them. People make bad choices, but those who can admit their wrongdoings and accept the consequences show strength of character and can persevere and learn from those poor choices. Many people, when caught committing a crime, are very quick to blame another or try to run or hide from authorities. Gary has been forthcoming and cooperative and appears willing to be held accountable for his actions. That is the brother I know and grew up with.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary A. Dean".

Mary A. Dean

January 24, 2014

To Whom It May Concern,

Gary Como is my father and has raised my brother and I to be moral and ethical people. It was from him that I learned a good work ethic and how to pick myself back up when life has thrown me a curveball. He has been loving and empathetic and taught me when not to do things that I shouldn't by asking if I would do it if he was standing behind me. If the answer was no then I should move on to a new situation. He taught me to drive and how to navigate my life along with the road ahead. My dad is someone who helps out his fellow neighbor and sets a good example for his children to follow.

I have watched my dad do the right thing even if it wasn't always the easy way my entire life. He helped build our home and keep us feeling safe and that we could call him if we were ever in trouble. My dad always told us to be honest with ourselves and with others. It is from him I have learned my moral compass. I have always been close to my dad and been able to talk to him about things and ask his opinion on life decisions.

Everyone has always liked my dad from mine and my brother's friends to the customers I have watched him talk with. If anyone had done business with my dad at one time it was guaranteed they would come back because they liked the way he did business and he was able to build that relationship with people. He was an inspiration to my brother and I and helped us to always try our best and strive to build those relationships for ourselves so that people would want to work with us again in the future. That inspiration helped us find jobs for us to be successful in and build careers in. He was always very supportive of us in our lives. Whether it was cheering us on at a game from the stands or marrying my brother and his wife this past summer. My dad is someone we have always been able to count on our entire lives.

I want to thank you for taking the time to read this letter and seeing my dad as I see him as a good person who tries to do the right thing even if it is not always the easy thing.

Sincerely,
Tracy Como
(Daughter)



NORTHERN TREE SERVICE, Inc.

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(800) 232-6132 phone (413) 283-5132 fax
www.northerntree.com



January 22, 2014

To Whom It May Concern:

I am writing this character letter in regards to my colleague and friend, **Mr. Gary Como**. I currently serve as the Director of Corporate Communications at Northern Tree Service Inc. and Northern Construction Service Inc. where Mr. Como is employed. I have held this position for approximately 8 months and prior to this post I served as a federal employee with the United States Senate.

During my time with Northern I have found Gary to be a hard-working individual with a likeable and benevolent disposition. Always willing to lend a hand or offer guidance, he is the consummate professional and team builder. As a Project Superintendent managing operations for one of our larger clients, Gary has proven to be a critical resource for our company. Given the scope of Gary's responsibilities and the exceptional quality of his performance, internal dialogue regarding his potential upcoming absence has caused considerable concern with company leadership and I have serious doubts that we will be able to adequately fill the void created by his absence.

In the conversations that I have had with Gary regarding his legal proceedings, he has always expressed remorse over his actions. Not only does he understand the seriousness of his crimes but he holds a genuine concern and sympathy for the businesses that he harmed. His intention, as proven by his actions, is to pay restitution to all parties. He has already paid approximately \$130,000 to his victims and is committed to fully satisfying the remainder of what he owes. If Gary is incarcerated he will have no income and therefore no ability to continue paying restitution.

In closing I would like to state that I hold Mr. Como in the highest esteem. He is a dedicated individual who came forward to report his wrongdoing and is committed to rectifying those issues. While his crimes are not insignificant by any means, I firmly believe that the prison system is not the appropriate place for Gary. With his current employment and self-imposed pay back schedule, Gary will be able to fully satisfy his financial obligations to his victims; if he goes to prison I see no reasonable means by which he would be able to continue doing this.

I thank you for your time and consideration, and I encourage you to contact me directly if I can be of any assistance during these proceedings.

Respectfully Submitted,

Nicholas J. Powers
Director of Corporate Communications

PO 667
Warren, MA
January 23, 2014

To Whom it May Concern:

I am writing on behalf of Gary Como who is facing sentencing in April for wire fraud.

Gary is my nephew, and I have known him all his life and I was shocked to hear about his guilty plea for this charge. He is a person of good moral character and a decent person. Our families have been involved in each other lives for all of Gary's life. There has been nothing in Gary's life that would lead me to believe that he would ever have any criminal intent. His childhood and adulthood has been impeccable. He has worked hard and is a good husband and father to his two children. Just this past summer, Gary became a JP so he could officiate at his son's wedding where he performed a very beautiful and touching ceremony.

Unfortunately, Gary did break the law and will face a degree of punishment, but hope that you take into consideration the effect this will have on his wife, children and the rest of his family. I hope you find that leniency would be the best solution for all involved in this sad and unfortunate lesson in life.

Sincerely


Tina Como

49 Morgan Rd.
Hubbardston, MA
01452
January 15, 2014

To whom it may concern:

Our son, Gary Come, Sr., has asked us to write a character reference on his behalf.

Gary grew up on our farm, the second of six children. He was always taught that hard work and clean living were the only way to live, and he responded in kind, taking care of many animals and working hard on the farm. One thing that he didn't experience growing up was business education. He had always hoped to be a farmer when he grew up, but ended up joining an acquaintance in a business venture, which he worked hard at, but knew very little about the business

end of things. He left that pretty much in the hand
of his partner and his partner's father.

Gary is a wonderful person, very kind, honest,
and generous. He is very caring and respectful
to us, and he is a devoted husband to his wife,
and a loving, caring father to his two children.
We feel that he has become the victim of some
very bad business decisions made by other people.

Sincerely,
Michael & Jeannine

Como
Robert P. Como SR

Jeannine M. Como

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES)
)
)
V.) NO. 13-30042-1-2 -MAP
)
AARON PEABODY)
GARY COMO)

JOINT ASSENTED MOTION TO CONTINUE SENTENCING

Now come the defendants in the above-entitled matter and moves that this Court CONTINUE the sentencing now scheduled for JUNE 5, 2014 to a date convenient for the Court in September, 2014

As grounds, the defendant Peabody says that as of this date he hasn't received the final PSR. Further, his counsel has just finished a murder trial in Worcester Superior Court and is scheduled to begin another on June 19. Counsel for Como is in a similar situation regarding the final PSR. Further he has had a number of significant court matters that have consumed a great deal of time. Finally counsel for Como has recently suffered some medical issues.

Both counsel for the defendants would benefit from additional time to prepare for sentencing.

COUNSEL FOR COMO IS NOT AVAILABLE: 9/1-8 AND 9/15. COUNSEL FOR PEABODY IS NOT AVAILABLE: 9/18-24.

THE GOVERNMENT HAS ASSENTED TO THIS MOTION.

Aaron Peabody
By his attorney,

/s/Peter L. Ettenberg
Peter L. Ettenberg, Esquire
BBO #156520
370 Main Street
Worcester, MA 01608
508-752-6733

Gary Como
By his Attorney

/s/Edward P. Ryan, Jr.
Edward P. Ryan, Jr., Esq.
O'Connor and Ryan, P.C.
61 Academy Street
Fitchburg, MA 01420
978-345-4166
BBO# 434960

CERTIFICATE OF SERVICE

I certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing.

/s/ Peter L. Ettenberg
Peter L. Ettenberg

Dated: May 22, 2014

Full docket text for document 21:

Judge Michael A. Ponsor: ELECTRONIC ORDER entered granting [20] Motion to Continue Sentencing on 6/5/2014 as to Aaron Peabody (1), and Gary Como (2). Sentencing rescheduled for 9/17/2014 11:00 AM in Hampden Courtroom before Judge Michael A. Ponsor. (Pelegano, Theresa)

PACER Service Center			
Transaction Receipt			
07/09/2014 16:39:48			
PACER Login:	cm9147	Client Code:	
Description:	History/Documents	Search Criteria:	3:13-cr-30042-MAP
Billable Pages:	1	Cost:	0.10

Case Summary

3:13-cr-30042-MAP-2 USA v. Peabody et al

Date filed: 12/03/2013

Date of last filing: 05/23/2014

Gary Como (2)

Office: Springfield **Filed:** 12/03/2013

County: Hampden **Terminated:** **Reopened:**

Other Court Case: None

Count: 1 **Citation:** 18:371.F **Offense Level:** 4

CONSPIRACY TO COMMIT WIRE FRAUD

Count: 2-4 **Citation:** 18:1343.F **Offense Level:** 4

WIRE FRAUD AND 18 US §2(A) AIDING AND ABETTING

Defendant Custody Status: Released

Flag: VICTIM

Defendant: Gary **represented** Edward P. Ryan, Jr.(Designation
Como **by** Retained)

Phone:978--345-4166

Fax: 978-343-8416

Email: edryan@ocommorandryan.com

Plaintiff: USA **represented** Alex J. Grant(Designation Assistant US
by Attorney)

Phone:413-785-0395

Fax: 413-785-0394

Email: Alex.Grant@usdoj.gov

PACER Service Center			
Transaction Receipt			
07/09/2014 16:49:02			
PACER Login:	cm9147	Client Code:	
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Billable Pages:	1	Cost:	0.10

3:13-cr-30042-MAP-2 USA v. Peabody et al**Date filed:** 12/03/2013**Date of last filing:** 05/23/2014

Parties

Gary Como (2)
Added: 12/03/2013
(Defendant)

represented by

Edward P. Ryan, Jr.
 O'Connor & Ryan
 61 Academy Street
 Fitchburg, MA 01420-7517
 978--345-4166
 978-343-8416 (fax)
 edryan@oconnorandryan.com
Assigned: 12/03/2013
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

USA
Added: 12/03/2013
(Plaintiff)

represented by

Alex J. Grant
 United States Attorney's Office
 United States Courthouse
 300 State Street
 Suite 230
 Springfield, MA 01105-2926
 413-785-0395
 413-785-0394 (fax)
 Alex.Grant@usdoj.gov
Assigned: 12/03/2013
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

PACER Service Center			
Transaction Receipt			
07/09/2014 16:50:31			
PACER Login:	cm9147	Client Code:	
Description:	Party List	Search Criteria:	3:13-cr-30042-MAP
Billable Pages:	1	Cost:	0.10



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 000990086

[Request certificate](#)

[New search](#)

Summary for: **NEECO, INC.**

The exact name of the Foreign Corporation: NEECO, INC.

Entity type: Foreign Corporation

Identification Number: 000990086

Old ID Number:

Date of Registration in Massachusetts: 11-14-2008

Date of Involuntary Revocation: 06-18-2012

Last date certain:

Organized under the laws of: State: ME **Country:** USA **on:** 12-17-2002

Current Fiscal Month/Day: 12/31

The location of the Principal Office:

Address: 15 THIRD ST.

City or town, State, Zip code, PALMER, MA 01069 USA
Country:

The location of the Massachusetts office, if any:

Address: 71 ELM ST., STE 102

City or town, State, Zip code, WORCESTER, MA 01609 USA
Country:

The name and address of the Registered Agent:

Name: DAVID E. PETERSON

Address: 71 ELM ST., STE 102

City or town, State, Zip code, WORCESTER, MA 01609 USA
Country:

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	GARY COMO	341 BRAGG RD. WARREN, MA 01083 USA
TREASURER	AARON PEABODY	52 HORSESHOE CIR. WARE, MA 01082 USA
SECRETARY	GARY COMO	341 BRAGG RD. WARREN, MA 01083 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares

Consent Confidential Data Merger Allowed Manufacturing

View filings for this business entity:

- ALL FILINGS
- Amended Foreign Corporations Certificate
- Annual Report
- Annual Report - Professional
- Application for Reinstatement

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)