

DARIA A. LOY-GOTO 6175
TAMMY Y. KANESHIRO 6287
Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
Leiopapa A Kamehameha Building
235 South Beretania Street, 9th Floor
Honolulu, Hawaii 96813
Telephone: 586-2660

RECEIVED
PROF & VOCATIONAL
LICENSING DIVISION
DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
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DEPT. OF COMMERCE
& CONSUMER AFFAIRS
HEARINGS OFFICE
STATE OF HAWAII

Attorneys for Department of Commerce
and Consumer Affairs

BOARD OF PRIVATE DETECTIVES AND GUARDS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Guard License of)	PDG 2016-57-L
)	
NELSON I. TAMAYORI,)	SETTLEMENT AGREEMENT PRIOR TO
)	FILING OF PETITION FOR DISCIPLINARY
Respondent.)	ACTION AND BOARD'S FINAL ORDER;
)	EXHIBITS "1" - "3"

241042211 (PDG 2016-57-L)

SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

Petitioner, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS'
REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO" or "Petitioner"),
through its undersigned attorney(s), and Respondent NELSON I. TAMAYORI (hereinafter
"Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent was licensed by the Board of Private Detectives and Guards (hereinafter the "Board") as a guard under license number GDE 13096. The license was issued on or about April 7, 2015. The license will expire or forfeit on or about June 30, 2018.

2. At all relevant times herein, Respondent was licensed as a guard in the State of Hawaii.

3. Respondent's address for purposes of this action is [REDACTED]
[REDACTED]

4. In or about May of 2016, Respondent submitted a renewal application to the Board, in which Respondent indicated he was undergoing psychiatric/psychological treatment and that he had been convicted of a crime.

5. Respondent provided a copy of a May 23, 2016 letter from Cindy Goodness, Zane, Psy.D., J.D., a licensed clinical psychologist, indicating Respondent was currently not in need of therapeutic services.

6. Respondent also provided a copy of a Judgment in a Criminal Case in United States District Court Case Number 1:15CR00481-001 (hereinafter "the Federal judgment") (Exhibit "1"). Respondent plead guilty based on an incident in which a fellow police officer punched and kicked two men inside a Chinatown game room and Respondent failed to report the crime to the proper authorities and omitted the attack from his police reports.

7. RICO alleges Respondent failed to comply, observe or adhere to any law such that the licensing authority deems the holder to be an unfit or improper person to hold a license.

8. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rule(s): Hawaii Revised Statutes ("HRS") § 436B-19(12) (failure to comply, observe or adhere to any law such that the licensing authority deems the holder to be an unfit or improper person to hold a license).

9. The Board has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waives that right.

2. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

3. Respondent is aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives the right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent, being at all times relevant herein licensed as a guard by the Board, acknowledges that Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of the license and administrative fines, if the foregoing allegations are proven at hearing.

5. Respondent represents Exhibit "1" is a true and correct copy of the Judgment in a Criminal Case in United States District Court Case Number 1:15CR00481-001.

6. Respondent understands that any false or untrue statement or any material misrepresentation or omission of fact by Respondent in this Settlement Agreement may be grounds for further disciplinary action under HRS chapters 436B and 463.

7. Respondent admits to the veracity of the allegations and that Respondent's acts violate the following statute(s) and/or rule(s): HRS § 436B-19(12) (failure to comply, observe or adhere to any law such that the licensing authority deems the holder to be an unfit or improper person to hold a license).

8. Respondent enters into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

9. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. PDG 2016-57-L.

10. Respondent understands this Settlement Agreement is public record pursuant to Hawaii Revised Statutes Chapter 92F.

C. TERMS OF SETTLEMENT:

1. Proof of Compliance with Terms of the Federal Probation. Respondent agrees to submit proof of compliance with the terms of probation in United States District Court Case Number 1:15CR00481-001. Attached hereto as Exhibit "2" are copies of documents provided by Respondent regarding proof of compliance. Attached hereto as Exhibit "3" is a true and correct copy of the of the Early Termination of Supervised Release/Probation and Order of the Court filed on January 25, 2017 in the United States District Court for the District of Hawaii.

2. Administrative Fine. Respondent agrees to pay a fine in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Payment shall be made by **cashier's check or money order made payable to "DCCA - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, Attn.: Tammy Y. Kaneshiro, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due before the close of business on June 30, 2017.

3. Administrative Costs. Respondent agrees to pay costs in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Payment shall be made by **cashier's check or money order made payable to "DCCA - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, Attn.: Tammy Y. Kaneshiro, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of costs shall be due before the close of business on June 30, 2017.

4. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with the terms of this Settlement Agreement, (including failure to comply with the terms of the Federal probation), as set forth in paragraph(s) C.1 through C.3 above, Respondent's license shall be automatically revoked upon RICO's filing of an affidavit with the Board attesting to such failure. In case of such revocation, Respondent shall turn in all indicia of the license to the Executive Officer of the Board within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondent understands Respondent cannot apply for a new license until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become licensed again, Respondent must apply to the Board for a new license pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at the time. Respondent understands he may apply to the Board, in writing, to end the period of probation.

5. Possible Further Sanction. The Board, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Board may deem appropriate if Respondent violates any provision of the statutes or rules governing the conduct of guards in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

6. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.7., C.8., C.9., and C.10. below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

7. No Objection if Board Fails to Approve. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondent in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither Respondent nor any attorney that Respondent may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against Respondent on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

8. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

9. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not relying upon any statement, representation or opinion or promise made by RICO or any of its agents, employees, representatives or attorneys concerning the nature, extent or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.

10. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu, Hawaii, 7-20-17
(Date)


NELSON I. TAMAYORI
Respondent

DATED: Honolulu, Hawaii, 7/24/17


DARIA A. LEY-GOTO
TAMMY Y. KANESHIRO
Attorneys for Department of Commerce
and Consumer Affairs

IN THE MATTER OF THE GUARD LICENSE OF NELSON I. TAMAYORI; SETTLEMENT
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND
BOARD'S FINAL ORDER: EXHIBITS "1" - "3"; RICO CASE NO. PDG 2016-57-L.

APPROVED AND SO ORDERED:
BOARD OF PRIVATE DETECTIVES AND GUARDS
STATE OF HAWAII

RAY GALAS
Chairperson

Albert Denis

ALBERT DENIS
Vice Chairperson

Tivoli S. Faumu
CHIEF TIVOLI FAUMU

Douglas Inoué
DOUGLAS INOUÉ

SEP - 7 2017

DATE

Darryl Perry
CHIEF DARRYL PERRY

Kenneth Chang
KENNETH CHANG

PVL 02/17

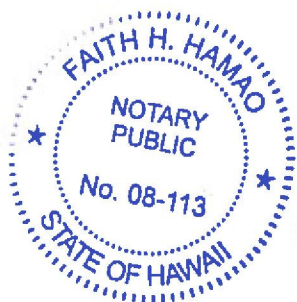
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 20th day of July, 2017, before me personally appeared
NELSON I. TAMAYORI, to me known to be the person described, and who executed the
foregoing instrument and acknowledged that he/she executed the same as his/her free act and
deed.

This 7-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated

July 20, 2017, 2017 was acknowledged before me by
[Date Document Signed by Respondent]

NELSON I. TAMAYORI this 20th day of July, 2017, in the City
and County of Honolulu, in the State of Hawaii.



A handwritten signature in blue ink, appearing to read "Faith H. Hamao".

Name: Faith H. Hamao
Notary Public, State of Hawaii

My Commission expires: 4-27-2020

ORIGINAL
FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII**United States District Court**
District of Hawaii

OCT 29 2015

at 3 o'clock and 35 min. P.M.
SUE BEITIA, CLERKUNITED STATES OF AMERICA
v.
NELSON TAMAYORI**JUDGMENT IN A CRIMINAL CASE**Case Number: 1:15CR00481-001USM Number: 04892-122THOMAS OTAKE, ESQ.

Defendant's Attorney

THE DEFENDANT:

- ☒ pleaded guilty to Count 1 of the Felony Information.
☐ pleaded nolo contendere to count(s) ____ which was accepted by the court.
☐ was found guilty on count(s) ____ after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
18 U.S.C. § 4	Misprision of Felony	9/5/2014	1

The defendant is sentenced as provided in pages 2 through 5 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- ☐ The defendant has been found not guilty on count(s) ____ and is discharged as to such count(s).
☐ Count(s) ____ (is)(are) dismissed on the motion of the United States.

It is further ordered that the defendant must notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States Attorney of material changes in economic circumstances.

October 28, 2015

Date of Imposition of Judgment


 Signature of Judicial Officer

J. MICHAEL SEABRIGHT, United States District Judge
 Name & Title of Judicial Officer

October 29, 2015
 Date

EXHIBIT 1

AO 245B

(Rev. 6/05) Judgment in a Criminal case
Sheet 4 - Probation

CASE NUMBER: 1:15CRO0481-001
DEFENDANT: NELSON TAMAYORI

Judgment - Page 2 of 5

PROBATION

The defendant is hereby placed on probation for a term of: TWO (2) YEARS.

The defendant shall not commit another federal, state, or local crime.

That the defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of commencement on supervision and at least two periodic drug tests thereafter, but not more than 8 valid drug tests per month during the term of probation.

- ☒ The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. (Check if applicable.)
- ☒ The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon (Check if applicable.)
- ☒ The defendant shall cooperate in the collection of DNA as directed by the probation officer. (Check if applicable.)
- ☐ The defendant shall comply with the requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16901, *et seq.*) As directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which he or she resides, works, is a student, or was convicted of a qualifying offense. (Check, if applicable.)
- ☐ The defendant shall participate in an approved program for domestic violence. (Check if applicable.)

If this judgment imposes a fine or restitution, it is a condition of probation that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

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

STANDARD CONDITIONS OF SUPERVISION

- 1) the defendant shall not leave the judicial district without permission of the court or probation officer;
- 2) the defendant shall report to the probation officer in a manner and frequency directed by the court or probation officer;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training or other acceptable reasons;
- 6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

AO 245B

(Rev. 8/05) Judgment in a Criminal case
Sheet 4 - Probation

CASE NUMBER: 1:15CR00481-001
DEFENDANT: NELSON TAMAYORI

Judgment - Page 3 of 5

SPECIAL CONDITIONS OF SUPERVISION

1. The defendant shall execute all financial disclosure forms and provide the Probation Office access to any requested financial information.
2. The defendant shall participate in a mental health assessment, and any recommended treatment, at the discretion and direction of the Probation Office.
3. The defendant shall submit his person, property, house, residence, vehicle, papers, or office, to a search conducted by a United States Probation Officer. Failure to submit to a search may be grounds for revocation of release. The defendant shall warn any other occupants that the premises may be subject to searches pursuant to this condition. An officer may conduct a search pursuant to this condition only when reasonable suspicion exists that the defendant has violated a condition of his supervision and that the areas to be searched contain evidence of this violation. Any search must be conducted at a reasonable time and in a reasonable manner.

ACKNOWLEDGEMENT OF CONDITIONS

I have read or have had read to me the conditions of supervision set forth in this judgment and I fully understand them. I have been provided a copy of them.

I understand that upon finding of a violation of probation or supervised release, the Court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of supervision.



Defendant



United States Probation Officer

11-3-15

Date

11/3/2015

Date

AO 245 B (Rev. 8/05) Judgment in a Criminal Case
Sheet 5 - Criminal Monetary Penalties

CASE NUMBER: 1:15CR00481-001
DEFENDANT: NELSON TAMAYORI

Judgment - Page 4 of 5

CRIMINAL MONETARY PENALTIES

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

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
Totals:	\$ 100.00	\$	\$

☐ The determination of restitution is deferred until . An Amended Judgment in a Criminal Case (AO245C) will be entered after such a determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. §3664(l), all non-federal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
----------------------	--------------------	----------------------------	-------------------------------

TOTALS

☐ Restitution amount ordered pursuant to plea agreement \$ _

☐ The defendant must pay interest on restitution and a fine of more than \$2500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. §3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. §3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the ☐ fine ☐ restitution

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

*Findings for the total amount of losses are required under Chapters 108A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

AO 245B

(Rev. 6/05) Judgment in a Criminal Case
Sheet 6 - Schedule of Payments

CASE NUMBER: 1:15CR00481-001
DEFENDANT: NELSON TAMAYORI

Judgment - Page 5 of 5

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

- A ☐ Lump sum payment of \$ _ due immediately, balance due
☐ not later than _ , or
☐ in accordance ☐ C, ☐ D, ☐ E, or ☐ F below, or
- B ☒ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or
- C ☐ Payment in equal _ (e.g., weekly, monthly, quarterly) installments of \$ _ over a period of _ (e.g., months or years), to commence _ (e.g., 30 or 60 days) after the date of this judgment; or
- D ☐ Payment in equal _ (e.g., weekly, monthly, quarterly) installments of \$ _ over a period of _ (e.g., months or years), to commence _ (e.g., 30 or 60 days) after the release from imprisonment to a term of supervision; or
- E ☐ Payment during the term of supervised release will commence within _ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F ☐ Special instructions regarding the payment of criminal monetary penalties:

If this judgment imposes imprisonment, payment of criminal monetary penalties is not due during imprisonment, unless specifically required by this judgment. However, this order does not preclude a defendant from making voluntary payments towards any criminal monetary penalties. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the Clerk of the Court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number, Total Amount, Joint and Several Amount, and corresponding pay, if appropriate.

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.



UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII
PROBATION OFFICE

Rec'd CASE # PDG 2016-51

January 26, 2017

JONATHAN K. SKEDELESKI
Chief U.S. Probation Officer

Room 2300
300 Ala Moana Boulevard
Honolulu, Hawaii 96850-2300
Tel: (808) 541-1283
Fax: (808) 541-1345

Mr. Nelson Tamayori
1617 Maluawai Street
Pearl City, HI 96782

Dear Mr. Tamayori:

Please find enclosed a filed copy of Probation Form 35, Report and Order Terminating Probation/Supervised Release Prior to Original Expiration Date, and an informational sheet regarding your termination.

We wish you every success in your future.

Sincerely,

Erin Patrick

Erin Patrick
U.S. Probation Officer Assistant

EP/bp
Enclosures

EXHIBIT "2"

Prob 35
(1/92)

Report and Order Terminating Probation /
Supervised Release
Prior to Original Expiration Date

**United States District Court
FOR THE**

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

DISTRICT OF HAWAII

JAN 25 2017

UNITED STATES OF AMERICA

at 8 o'clock and 05 min. A M S
SUE BEITIA, CLERK

v.

Case No. CR 15-00481JMS-01

NELSON TAMAYORI

On 10/28/2015, the above named was placed on probation for a period of two (2) years. He has complied with the rules and regulations of probation and is no longer in need of probation supervision. It is accordingly recommended that he be discharged from probation at this time, having served fifteen (15) months of supervision.

Respectfully submitted,

Erin M. Patrick
ERIN M. PATRICK
U.S. Probation Officer Assistant

ORDER OF THE COURT

Pursuant to the above report, it is ordered that the defendant is discharged from probation and that the proceedings in the case be terminated.

Dated this 24th day of January, 2017.

J. Michael Seabright
J. MICHAEL SEABRIGHT
Chief U.S. District Judge

Prob 35
(1/92)

ORIGINAL

Report and Order Terminating Probation /
Supervised Release
Prior to Original Expiration Date

United States District Court
FOR THE

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

DISTRICT OF HAWAII

JAN 25 2017

UNITED STATES OF AMERICA

at 8 o'clock and 05 min. A. M. S
SUE BEITIA, CLERK

v.

Case No. CR 15-00481JMS-01

NELSON TAMAYORI

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Respectfully submitted,

Erin M. Patrick
ERIN M. PATRICK
U.S. Probation Officer Assistant

ORDER OF THE COURT

Pursuant to the above report, it is ordered that the defendant is discharged from probation and that the proceedings in the case be terminated.

Dated this 24th day of January, 2017.

J. Michael Seabright
J. MICHAEL SEABRIGHT
Chief U.S. District Judge

EXHIBIT "3"