

ORIGINAL

**UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION**

**ADMINISTRATIVE PROCEEDING
File No. 3-15648**

In the Matter of

RONALD GENE ANGLIN,

Respondent.



**DECLARATION OF MARISA G. WESTERVELT IN SUPPORT OF
DIVISION OF ENFORCEMENT'S MOTION FOR SUMMARY DISPOSITION**

MARISA G. WESTERVELT, pursuant to 28 U.S.C. § 1746, declares:

1. I am an Attorney with the Division of Enforcement ("Division") of the Securities and Exchange Commission ("Commission"), and co-counsel for the Division in the above-captioned administrative proceeding. I submit this Declaration in support of the Division's Motion for Summary Disposition.

2. Attached hereto as Exhibit 1 is a true and correct copy of Composite Information for respondent Ronald Gene Anglin. [REDACTED]

3. Attached hereto as Exhibit 2 is a true and correct copy of the Registrations Summary for Anglin that I obtained from Web CRD and downloaded on January 24, 2014.

4. Attached hereto as Exhibit 3 is a true and correct copy of FINRA BrokerCheck Report #52339-71111 for Anglin that I obtained from FINRA's BrokerCheck website (<http://www.finra.org/brokercheck>) and downloaded on January 24, 2014.

5. Attached hereto as Exhibit 4 is a true and correct copy of Investment Adviser Representative Public Disclosure Report #51718-30277 for Anglin that I obtained from the Commission's Investment Adviser Public Disclosure website (<http://adviserinfo.sec.gov>) and downloaded on January 24, 2014.

6. Attached hereto as Exhibit 5 is a true and correct copy of the Broker-Dealer Registrations Summary for Merrill Lynch, Pierce, Fenner & Smith, Inc., [REDACTED]

7. Attached hereto as Exhibit 6 is a true and correct copy of the Investment Adviser Registrations Summary for Merrill Lynch, Pierce, Fenner & Smith, Inc., [REDACTED]

8. Attached hereto as Exhibit 7 is a true and correct copy of the Indictment filed on March 15, 2012 in the United States District Court for the Central District of California in *U.S. v. Ronald Gene Anglin*, 2:12-CR-00232-SJO that I obtained from the Public Access to Court Electronic Records ("PACER") website (<http://www.pacer.gov>) and downloaded on July 18, 2013.

9. Attached hereto as Exhibit 8 is a true and correct copy of the Plea Agreement for Defendant Ronald Gene Anglin, filed on August 24, 2012 in *U.S. v. Ronald Gene Anglin*, 2:12-CR-00232-SJO, that I obtained from the PACER website and downloaded on July 18, 2013.

10. Attached hereto as Exhibit 9 is a true and correct copy of the October 4, 2012 Hearing Minutes for the hearing on Anglin's Plea Agreement in *U.S. v. Ronald Gene Anglin*, 2:12-CR-00232-SJO, that I obtained from the PACER website and downloaded on July 18, 2013.

11. Attached hereto as Exhibit 10 is a true and correct copy of the March 3, 2013 Victim Impact Statement submitted by Anglin's primary victim. This document, including

redactions, was originally attached as part of, and is excerpted from, Exhibit A to the Declaration of Michael Dore, Assistant United States Attorney in the Central District of California, which was submitted in support of the Government's Position Regarding Presentence Report for Defendant Ronald Gene Anglin, filed on March 5, 2013 in *U.S. v. Ronald Gene Anglin*, 2:12-CR-00232-SJO, and that I obtained from the PACER website and downloaded on July 18, 2013.

12. Attached hereto as Exhibit 11 is a true and correct copy of the March 25, 2013 Hearing Minutes for Anglin's sentencing in *U.S. v. Ronald Gene Anglin*, 2:12-CR-00232-SJO, that I obtained from the PACER website and downloaded on July 18, 2013.

13. Attached hereto as Exhibit 12 is a true and correct copy of the March 25, 2013 Judgment and Probation/Commitment Order issued against Anglin in *U.S. v. Ronald Gene Anglin*, 2:12-CR-00232-SJO, that I obtained from the PACER website and downloaded on July 18, 2013.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 6, 2014.


Marisa G. Westervelt
Marisa G. Westervelt

Composite Information

Individual CRD#: [REDACTED]

Individual Name: ANGLIN, RONALD G

Full Legal Name	ANGLIN, RONALD GENE			
Social Security Number	xxx-xx-xxxx			
Date Of Birth	[REDACTED]			
Residential Address	[REDACTED]			
Reportable Disclosures?	Yes			
Statutory Disqualification Status	Requires Review	Last Updated	11/02/2012	
Has Material Difference in Disclosure?	No			
Current CE Status	2 Year Termed from Industry			
Disclosure Counts - Current Disclosures	Criminal	Regulatory Action	Customer Complaint	Other
	1	2	2	2
Disclosure Counts - Historical Disclosures	Criminal	Regulatory Action	Customer Complaint	Other
	0	0	5	1

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Registrations Summary

Individual CRD #: [REDACTED]

Individual Name: ANGLIN, RONALD G

Current Firm(s):

Registrations Summary With Current Employers

⚠ No Current Employers Found.

Prior Firm(s):

Registrations Summary With Prior Employers

Firm Name	Firm CRD	Start Date	End Date	IARD Regs.	CRD Regs.	SFG Member
<u>MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED</u>	<u>7691</u>	09/2008	05/2011	N	N	Y
<u>CITIGROUP GLOBAL MARKETS INC.</u>	<u>7059</u>	05/2007	09/2008	N	N	N
<u>CITICORP INVESTMENT SERVICES</u>	<u>23988</u>	07/2004	05/2007	N	N	N
<u>AMERICAN EXPRESS FINANCIAL ADVISORS INC.</u>	<u>6363</u>	11/2003	06/2004	N	N	N
<u>IDS LIFE INSURANCE COMPANY</u>	<u>6321</u>	11/2003	06/2004	N	N	N
<u>EDWARD JONES</u>	<u>250</u>	02/2001	06/2001	N	N	N
<u>AMERICAN EXPRESS FINANCIAL ADVISORS INC.</u>	<u>6363</u>	01/1999	01/2001	N	N	N
<u>IDS LIFE INSURANCE COMPANY</u>	<u>6321</u>	01/1999	01/2001	N	N	N

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Registrations with Prior Employers

Firm CRD # : 7691

Firm Name : MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

Employment Start Date	09/26/2008
Employment End Date	05/19/2011
Reason for Termination	Discharged
Termination Comment	CONDUCT INCLUDING IRREGULARITIES WITH RESPECT TO THE HANDLING OF A CLIENT'S ACCOUNTS; UNAPPROVED PREPARATION OF TAX RETURNS; AND USE OF AN OUTSIDE PERSONAL E-MAIL ACCOUNT AND UNAPPROVED DIGITAL DEVICE TO CONDUCT FIRM BUSINESS.
Firm Name at Termination	MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	09/26/2008	06/03/2011	TERMED	09/26/2008
CA	AG	09/26/2008	06/03/2011	TERMED	09/26/2008
CA	RA	09/26/2008	06/03/2011	TERMED	09/26/2008

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
ARCA	GS	09/26/2008	06/03/2011	TERMED	09/26/2008
CBOE	GS	09/26/2008	06/03/2011	TERMED	09/26/2008
ISE	GS	09/26/2008	06/03/2011	TERMED	09/26/2008
NQX	GS	09/26/2008	06/03/2011	TERMED	09/26/2008
NYSE	GS	09/26/2008	06/03/2011	TERMED	09/26/2008
NYSE-MKT	GS	09/26/2008	06/03/2011	TERMED	09/26/2008
PHLX	GS	09/26/2008	06/03/2011	TERMED	09/26/2008
AZ	AG	09/26/2008	06/03/2011	TERMED	09/26/2008
IL	AG	09/26/2008	12/31/2009	TERMED	09/26/2008
MI	AG	09/26/2008	12/31/2009	TERMED	09/26/2008
NV	AG	09/26/2008	12/31/2009	TERMED	09/26/2008
OH	AG	09/26/2008	06/03/2011	TERMED	09/26/2008
OR	AG	09/26/2008	12/31/2009	TERMED	09/26/2008
VA	AG	09/26/2008	12/31/2009	TERMED	09/26/2008
WA	AG	09/26/2008	06/03/2011	TERMED	09/26/2008
WI	AG	11/09/2009	06/03/2011	TERMED	11/23/2009

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Registrations with Prior Employers

Firm CRD # : 7059

Firm Name : CITIGROUP GLOBAL MARKETS INC.

Employment Start Date	05/29/2007
Employment End Date	09/27/2008
Reason for Termination	Voluntary
Termination Comment	
Firm Name at Termination	CITIGROUP GLOBAL MARKETS INC.

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	05/29/2007	10/09/2008	TERMED	05/29/2007
CA	AG	05/29/2007	10/09/2008	TERMED	05/29/2007
CA	RA	05/29/2007	10/09/2008	TERMED	05/29/2007

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
ARCA	GS	05/29/2007	10/09/2008	TERMED	05/29/2007
CBOE	GS	05/29/2007	10/09/2008	TERMED	05/29/2007

NQX	<u>GS</u>	05/29/2007	10/09/2008	TERMED	05/29/2007
NYSE	<u>GS</u>	05/29/2007	10/09/2008	TERMED	05/30/2007
NYSE-MKT	<u>GS</u>	05/29/2007	10/09/2008	TERMED	05/29/2007
PHLX	<u>GS</u>	05/29/2007	10/09/2008	TERMED	05/29/2007
AZ	<u>AG</u>	05/29/2007	10/09/2008	TERMED	05/29/2007
IA	<u>AG</u>	06/14/2007	12/12/2007	TERMED	06/14/2007
IL	<u>AG</u>	05/29/2007	10/09/2008	TERMED	05/29/2007
MI	<u>AG</u>	05/29/2007	10/09/2008	TERMED	05/29/2007
NV	<u>AG</u>	05/29/2007	10/09/2008	TERMED	05/29/2007
NY	<u>AG</u>	05/29/2007	12/12/2007	TERMED	05/29/2007
OH	<u>AG</u>	06/20/2007	10/09/2008	TERMED	06/22/2007
OR	<u>AG</u>	05/29/2007	10/09/2008	TERMED	05/29/2007
VA	<u>AG</u>	05/29/2007	10/09/2008	TERMED	05/29/2007
WA	<u>AG</u>	05/29/2007	10/09/2008	TERMED	05/29/2007

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Firm Name : CITICORP INVESTMENT SERVICES

Employment Start Date	07/06/2004
Employment End Date	05/29/2007
Reason for Termination	Voluntary
Termination Comment	MASS TRANSFER = 165361
Firm Name at Termination	CITICORP INVESTMENT SERVICES

Regulatory Authority	Registration Category	Filing Date	Status Date	<u>Registration Status</u>	Approval Date
FINRA	<u>GS</u>	07/08/2004	05/29/2007	MASS_TRNSF	07/08/2004
CA	<u>AG</u>	07/08/2004	05/29/2007	MASS_TRNSF	07/08/2004
CA	<u>RA</u>	07/08/2004	05/29/2007	MASS_TRNSF	07/08/2004

Regulatory Authority	Registration Category	Filing Date	Status Date	<u>Registration Status</u>	Approval Date
AZ	<u>AG</u>	03/16/2005	05/29/2007	MASS_TRNSF	03/29/2005
IL	<u>AG</u>	03/09/2007	05/29/2007	MASS_TRNSF	03/12/2007
MD	<u>AG</u>	03/09/2007	03/09/2007	T_NOREG	
MI	<u>AG</u>	10/03/2006	05/29/2007	MASS_TRNSF	10/05/2006
NV	<u>AG</u>	07/08/2004	05/29/2007	MASS_TRNSF	07/12/2004
NY	<u>AG</u>	03/16/2007	05/29/2007	MASS_TRNSF	03/16/2007
OR	<u>AG</u>	09/22/2005	05/29/2007	MASS_TRNSF	09/23/2005
UT	<u>AG</u>	10/06/2006	10/06/2006	T_NOREG	
VA	<u>AG</u>	01/10/2007	05/29/2007	MASS_TRNSF	01/22/2007
WA	<u>AG</u>	06/22/2005	05/29/2007	MASS_TRNSF	06/22/2005

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Registrations with Prior Employers

Firm CRD # : 6363

Firm Name : AMERIPRISE FINANCIAL SERVICES, INC.

Employment Start Date	11/06/2003
Employment End Date	06/09/2004
Reason for Termination	Discharged
Termination Comment	FELL BELOW PACE
Firm Name at Termination	AMERICAN EXPRESS FINANCIAL ADVISORS INC.

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	<u>GS</u>	11/06/2003	06/22/2004	TERMED	12/10/2003
CA	<u>AG</u>	11/06/2003	06/22/2004	TERMED	01/05/2004
CA	<u>RA</u>	11/06/2003	06/22/2004	TERMED	01/05/2004

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Registrations with Prior Employers

Firm CRD # : 6321

Firm Name : IDS LIFE INSURANCE COMPANY

Employment Start Date	11/06/2003
Employment End Date	06/09/2004
Reason for Termination	Discharged
Termination Comment	FELL BELOW PACE
Firm Name at Termination	IDS LIFE INSURANCE COMPANY

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	<u>GS</u>	11/06/2003	06/22/2004	TERMED	12/10/2003

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Registrations with Prior Employers

Firm CRD # : 250

Firm Name : EDWARD JONES

Employment Start Date	02/05/2001
Employment End Date	06/02/2001
Reason for Termination	Voluntary
Termination Comment	
Firm Name at Termination	EDWARD JONES

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	<u>GS</u>	02/09/2001	06/04/2001	TERMED	02/09/2001

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
NYSE	GS	02/09/2001	06/04/2001	TERMED	02/09/2001
LA	AG	02/09/2001	06/04/2001	TERMED	02/12/2001
MS	AG	02/09/2001	06/04/2001	TERMED	02/09/2001

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Registrations with Prior Employers

Firm CRD # : [6363](#)

Firm Name : AMERIPRISE FINANCIAL SERVICES, INC.

Employment Start Date	01/04/1999
Employment End Date	01/19/2001
Reason for Termination	Voluntary
Termination Comment	
Firm Name at Termination	AMERICAN EXPRESS FINANCIAL ADVISORS INC.

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	07/05/1999	01/19/2001	TERMED	02/17/1999

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
MS	AG	07/05/1999	01/19/2001	TERMED	03/03/1999

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Registrations with Prior Employers

Firm CRD # : [6321](#)

Firm Name : IDS LIFE INSURANCE COMPANY

Employment Start Date	01/04/1999
Employment End Date	01/19/2001
Reason for Termination	Voluntary
Termination Comment	
Firm Name at Termination	IDS LIFE INSURANCE COMPANY

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	07/05/1999	01/19/2001	TERMED	02/17/1999

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BrokerCheck Report
RONALD GENE ANGLIN



Report #52339-71111, data current as of Friday, January 24, 2014.

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About BrokerCheck®



BrokerCheck offers information on all current-and many former-FINRA-registered securities brokers, and all current and former FINRA-registered securities firms. FINRA strongly encourages investors to use BrokerCheck to check the background of securities brokers and brokerage firms before deciding to conduct, or continue to conduct, business with them.

- **What is included in a BrokerCheck report?**

BrokerCheck reports for individual brokers include information such as employment history, professional qualifications, disciplinary actions, criminal convictions, civil judgments and arbitration awards. BrokerCheck reports for brokerage firms include information on a firm's profile, history, and operations, as well as many of the same disclosure events mentioned above.

Please note that the information contained in a BrokerCheck report may include pending actions or allegations that may be contested, unresolved or unproven. In the end, these actions or allegations may be resolved in favor of the broker or brokerage firm, or concluded through a negotiated settlement with no admission or finding of wrongdoing.

- **Where did this information come from?**

The information contained in BrokerCheck comes from FINRA's Central Registration Depository, or CRD® and is a combination of:

- information FINRA and/or the Securities and Exchange Commission (SEC) require brokers and brokerage firms to submit as part of the registration and licensing process, and
- information that regulators report regarding disciplinary actions or allegations against firms or brokers.

- **How current is this information?**

Generally, active brokerage firms and brokers are required to update their professional and disciplinary information in CRD within 30 days. Under most circumstances, information reported by brokerage firms, brokers and regulators is available in BrokerCheck the next business day.

- **What if I want to check the background of an investment adviser firm or investment adviser representative?**

To check the background of an investment adviser firm or representative, you can search for the firm or individual in BrokerCheck. If your search is successful, click on the link provided to view the available licensing and registration information in the SEC's Investment Adviser Public Disclosure (IAPD) website at <http://www.adviserinfo.sec.gov>. In the alternative, you may search the IAPD website directly or contact your state securities regulator at <http://www.nasaa.org>.

- **Are there other resources I can use to check the background of investment professionals?**

FINRA recommends that you learn as much as possible about an investment professional before deciding to work with them. Your state securities regulator can help you research brokers and investment adviser representatives doing business in your state.

Thank you for using FINRA BrokerCheck.



Using this site/information means that you accept the FINRA BrokerCheck Terms and Conditions. A complete list of Terms and Conditions can be found at brokercheck.finra.org



For additional information about the contents of this report, please refer to the User Guidance or www.finra.org/brokercheck. It provides a glossary of terms and a list of frequently asked questions, as well as additional resources. For more information about FINRA, visit www.finra.org.

RONALD G. ANGLIN

CRD# 3171868

This broker is not currently registered with FINRA.

Report Summary for this Broker

This report summary provides an overview of the broker's professional background and conduct. Additional information can be found in the detailed report.



Broker Qualifications

This broker is not currently registered with FINRA.

This broker has passed:

- 0 Principal/Supervisory Exams
- 1 General Industry/Product Exam
- 2 State Securities Law Exams

Registration History

This broker was previously registered with the following FINRA firm(s):

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

CRD# 7691
ENCINO, CA
09/2008 - 06/2011

CITIGROUP GLOBAL MARKETS INC.

CRD# 7059
CANYON COUNTY, CA
05/2007 - 10/2008

CITICORP INVESTMENT SERVICES

CRD# 23988
CANYON COUNTY, CA
07/2004 - 05/2007

Disclosure Events

All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.

Are there events disclosed about this broker? **Yes**

The following types of disclosures have been reported:

Type	Count
Regulatory Event	2
Criminal	1
Customer Dispute	6
Termination	1

Investment Adviser Representative Information

The information below represents the individual's record as a broker. For details on this individual's record as an investment adviser representative, visit the SEC's Investment Adviser Public Disclosure website at

<http://www.adviserinfo.sec.gov>

Broker Qualifications



Registrations

This section provides the self-regulatory organizations (SROs) and U.S. states/territories the broker is currently registered and licensed with, the category of each license, and the date on which it became effective. This section also provides, for every brokerage firm with which the broker is currently employed, the address of each branch where the broker works.

This broker is not currently registered with FINRA.

Broker Qualifications



Industry Exams this Broker has Passed

This section includes all securities industry exams that the broker has passed. Under limited circumstances, a broker may attain a registration after receiving an exam waiver based on exams the broker has passed and/or qualifying work experience. Any exam waivers that the broker has received are not included below.

This individual has passed 0 principal/supervisory exams, 1 general industry/product exam, and 2 state securities law exams.

Principal/Supervisory Exams

Exam	Category	Date
No information reported.		

General Industry/Product Exams

Exam	Category	Date
General Securities Representative Examination	Series 7	12/09/2003

State Securities Law Exams

Exam	Category	Date
Uniform Securities Agent State Law Examination	Series 63	03/01/1999
Uniform Combined State Law Examination	Series 66	12/31/2003

Additional information about the above exams or other exams FINRA administers to brokers and other securities professionals can be found at www.finra.org/brokerqualifications/registeredrep/.



Registration and Employment History

Registration History

The broker previously was registered with the following FINRA firms:

Registration Dates	Firm Name	CRD#	Branch Location
09/2008 - 06/2011	MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED	7691	ENCINO, CA
05/2007 - 10/2008	CITIGROUP GLOBAL MARKETS INC.	7059	CANYON COUNTY, CA
07/2004 - 05/2007	CITICORP INVESTMENT SERVICES	23988	CANYON COUNTY, CA
12/2003 - 06/2004	AMERICAN EXPRESS FINANCIAL ADVISORS INC.	6363	MINNEAPOLIS, MN
12/2003 - 06/2004	IDS LIFE INSURANCE COMPANY	6321	MINNEAPOLIS, MN
02/2001 - 06/2001	EDWARD JONES	250	ST. LOUIS, MO
02/1999 - 01/2001	AMERICAN EXPRESS FINANCIAL ADVISORS INC.	6363	MINNEAPOLIS, MN
02/1999 - 01/2001	IDS LIFE INSURANCE COMPANY	6321	MINNEAPOLIS, MN

Employment History

Below is the broker's employment history for up to the last 10 years.

Please note that the broker is required to provide this information only while registered with FINRA and the information is not updated after the broker ceases to be registered. Therefore, an employment end date of "Present" may not reflect the broker's current employment status.

Employment Dates	Employer Name	Employer Location
09/2008 - Present	MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED	ENCINO, CA
05/2007 - 09/2008	CITIGROUP GLOBAL MARKETS INC.	CANYON COUNTRY, CA
07/2004 - 10/2007	CITICORP INVESTMENT SERVICES	SANTA CLARITA, CA
11/2003 - 06/2004	AMERICAN EXPRESS FINANCIAL ADVISORS	LOS ANGELES, CA
11/2003 - 06/2004	IDS LIFE INSURANCE COMPANY	LOS ANGELES, CA

Registration and Employment History



Other Business Activities

This section includes information, if any, as provided by the broker regarding other business activities the broker is currently engaged in either as a proprietor, partner, officer, director, employee, trustee, agent or otherwise. This section does not include non-investment related activity that is exclusively charitable, civic, religious or fraternal and is recognized as tax exempt.

No information reported.

Disclosure Events



What you should know about reported disclosure events:

1. All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.
2. **Certain thresholds must be met before an event is reported to CRD, for example:**
 - A law enforcement agency must file formal charges before a broker is required to disclose a particular criminal event.
 - A customer dispute must involve allegations that a broker engaged in activity that violates certain rules or conduct governing the industry and that the activity resulted in damages of at least \$5,000.
3. **Disclosure events in BrokerCheck reports come from different sources:**
 - As mentioned at the beginning of this report, information contained in BrokerCheck comes from brokers, brokerage firms and regulators. When more than one of these sources reports information for the same disclosure event, all versions of the event will appear in the BrokerCheck report. The different versions will be separated by a solid line with the reporting source labeled.
4. **There are different statuses and dispositions for disclosure events:**
 - A disclosure event may have a status of *pending*, *on appeal*, or *final*.
 - A "pending" event involves allegations that have not been proven or formally adjudicated.
 - An event that is "on appeal" involves allegations that have been adjudicated but are currently being appealed.
 - A "final" event has been concluded and its resolution is not subject to change.
 - A final event generally has a disposition of *adjudicated*, *settled* or *otherwise resolved*.
 - An "adjudicated" matter includes a disposition by (1) a court of law in a criminal or civil matter, or (2) an administrative panel in an action brought by a regulator that is contested by the party charged with some alleged wrongdoing.
 - A "settled" matter generally involves an agreement by the parties to resolve the matter. Please note that brokers and brokerage firms may choose to settle customer disputes or regulatory matters for business or other reasons.
 - A "resolved" matter usually involves no payment to the customer and no finding of wrongdoing on the part of the individual broker. Such matters generally involve customer disputes.

For your convenience, below is a matrix of the number and status of disclosure events involving this broker. Further information regarding these events can be found in the subsequent pages of this report. You also may wish to contact the broker to obtain further information regarding these events.

Regulatory Event	Pending	Final	On Appeal
	1	1	0



Criminal	0	1	0
Customer Dispute	0	6	N/A
Termination	N/A	1	N/A



Disclosure Event Details

When evaluating this information, please keep in mind that a disclosure event may be pending or involve allegations that are contested and have not been resolved or proven. The matter may, in the end, be withdrawn, dismissed, resolved in favor of the broker, or concluded through a negotiated settlement for certain business reasons (e.g., to maintain customer relationships or to limit the litigation costs associated with disputing the allegations) with no admission or finding of wrongdoing.

This report provides the information exactly as it was reported to CRD and therefore some of the specific data fields contained in the report may be blank if the information was not provided to CRD.

Regulatory - Final

This type of disclosure event may involves (1) a final, formal proceeding initiated by a regulatory authority (e.g., a state securities agency, self-regulatory organization, federal regulatory such as the Securities and Exchange Commission, foreign financial regulatory body) for a violation of investment-related rules or regulations; or (2) a revocation or suspension of a broker's authority to act as an attorney, accountant, or federal contractor.

Disclosure 1 of 1

Reporting Source:	Regulator
Regulatory Action Initiated By:	FINRA
Sanction(s) Sought:	Suspension
Date Initiated:	09/25/2012
Docket/Case Number:	2011028012601
Employing firm when activity occurred which led to the regulatory action:	N/A
Product Type:	No Product
Allegations:	RESPONDENT ANGLIN FAILED TO RESPOND TO FINRA REQUEST FOR INFORMATION.
Current Status:	Final
Resolution:	LETTER



Does the order constitute a final order based on violations of any laws or regulations that prohibit fraudulent, manipulative, or deceptive conduct? No

Resolution Date: 12/28/2012

Sanctions Ordered: Bar (Permanent)

If the regulator is the SEC, CFTC, or an SRO, did the action result in a finding of a willful violation or failure to supervise? No

(1) willfully violated any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Commodity Exchange Act, or any rule or regulation under any of such Acts, or any of the rules of the Municipal Securities Rulemaking Board, or to have been unable to comply with any provision of such Act, rule or regulation?



(2) willfully aided, abetted, counseled, commanded, induced, or procured the violation by any person of any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Commodity Exchange Act, or any rule or regulation under any of such Acts, or any of the rules of the Municipal Securities Rulemaking Board? or

(3) failed reasonably to supervise another person subject to your supervision, with a view to preventing the violation by such person of any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Commodity Exchange Act, or any rule or regulation under any such Acts, or any of the rules of the Municipal Securities Rulemaking Board?

Sanction 1 of 2

Sanction Type: Bar (Permanent)

Capacities Affected: ANY CAPACITY

Duration: N/A

Start Date: 12/28/2012

End Date:

Sanction 2 of 2



Sanction Type: Suspension

Capacities Affected: ANY CAPACITY

Duration: N/A

Start Date: 10/19/2012

End Date: 12/27/2012

Summary: PURSUANT TO FINRA RULE 9552(H) AND IN ACCORDANCE WITH FINRA'S INTENT TO SUSPEND AND NOTICE OF SUSPENSION LETTERS DATED SEPTEMBER 25, 2012 AND OCTOBER 19, 2012, RESPECTIVELY, ON DECEMBER 28, 2012, ANGLIN IS BARRED FROM ASSOCIATION WITH ANY FINRA MEMBER IN ANY CAPACITY. ANGLIN FAILED TO REQUEST TERMINATION OF HIS SUSPENSION WITHIN THREE MONTHS OF THE DATE OF THE NOTICE OF INTENT TO SUSPEND; THEREFORE, HE IS AUTOMATICALLY BARRED FROM ASSOCIATION WITH ANY FINRA MEMBER IN ANY CAPACITY.



Regulatory - Pending

This type of disclosure event involves a pending formal proceeding initiated by a regulatory authority (e.g., a state securities agency, self-regulatory organization, federal regulatory agency such as the Securities and Exchange Commission, foreign financial regulatory body) for alleged violations of investment-related rules or regulations.

Disclosure 1 of 1

Reporting Source: Regulator

Regulatory Action Initiated By: UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Sanction(s) Sought: Other: N/A

Date Initiated: 12/17/2013

Docket/Case Number: 3-15648

Employing firm when activity occurred which led to the regulatory action: MERRILL LYNCH, PIERCE, FENNER & SMITH INC.

Product Type: No Product

Allegations: SEC ADMIN RELEASE 34-71109, IA RELEASE 3741, DECEMBER 17, 2013: THE SECURITIES AND EXCHANGE COMMISSION ("COMMISSION") DEEMED IT APPROPRIATE AND IN THE PUBLIC INTEREST THAT PUBLIC ADMINISTRATIVE PROCEEDINGS BE INSTITUTED PURSUANT TO SECTION 15(B) OF THE SECURITIES EXCHANGE ACT OF 1934 ("EXCHANGE ACT") AND SECTION 203(F) OF THE INVESTMENT ADVISERS ACT OF 1940 ("ADVISERS ACT") AGAINST RONALD GENE ANGLIN ("RESPONDENT" OR "ANGLIN").

THE DIVISION OF ENFORCEMENT ALLEGES THAT: ON OCTOBER 4, 2012, ANGLIN PLEADED GUILTY TO ONE COUNT OF MAIL FRAUD IN VIOLATION OF TITLE 18 UNITED STATES CODE, SECTION 1341 BEFORE THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA IN U.S. V. RONALD GENE ANGLIN, 2:12-CR-00232-SJO. ON MARCH 25, 2013, A JUDGMENT IN THE CRIMINAL CASE WAS ENTERED AGAINST ANGLIN. HE WAS SENTENCED TO THREE YEARS OF PROBATION INCLUDING 27 MONTHS IN HOME DETENTION, AND ORDERED TO MAKE RESTITUTION IN THE AMOUNT OF \$73,000.

THE COUNT OF MAIL FRAUD TO WHICH ANGLIN PLEADED GUILTY ALLEGED, INTER ALIA, THAT IN OR AROUND 2010, ANGLIN EXECUTED A SCHEME WHEREBY HE FORGED LETTERS OF AUTHORIZATION PURPORTEDLY FROM A CUSTOMER TO HIS BROKER-DEALER EMPLOYER THAT REQUESTED THE DISBURSEMENT OF THE CUSTOMER'S FUNDS



FROM THE CUSTOMER'S BROKER-DEALER ACCOUNTS TO BE SENT BY THE UNITED STATES POSTAL SERVICE OR A COMMERCIAL INTERSTATE CARRIER TO ADDRESSES THAT ANGLIN SPECIFIED IN THE FORGED LETTERS OF AUTHORIZATION. PURSUANT TO THE FORGED LETTERS OF AUTHORIZATION, THE CHECKS THAT ANGLIN CAUSED TO BE MAILED FROM THE CUSTOMER'S ACCOUNTS AT THE BROKER-DEALER WERE MADE PAYABLE TO PEOPLE OR ENTITIES THAT HAD NO CONNECTION TO THE ADDRESSES TO WHICH HE HAD THE CHECKS SENT. WHEN THE CHECKS

ARRIVED AT THOSE ADDRESSES, ANGLIN PICKED UP THE CHECKS OR HAD THEM BROUGHT EITHER TO HIM OR TO OTHERS ACTING UNDER HIS INSTRUCTIONS. THOSE CHECKS FROM THE CUSTOMER'S ACCOUNTS AT THE BROKER-DEALER THEN WOULD BE DEPOSITED IN BANK ACCOUNTS UNDER ANGLIN'S CONTROL OR THE CONTROL OF SOMEONE IN HIS WIFE'S FAMILY FOR THEIR USE.

Current Status:

Pending

Summary:

IT IS ORDERED THAT THE ADMINISTRATIVE LAW JUDGE SHALL ISSUE AN INITIAL DECISION NO LATER THAN 210 DAYS FROM THE DATE OF SERVICE OF THE ORDER, PURSUANT TO RULE 360(A)(2) OF THE COMMISSION'S RULES OF PRACTICE.



Criminal - Final Disposition

This type of disclosure event involves a criminal charge against the broker that has resulted in a conviction, acquittal, dismissal, or plea. The criminal matter may pertain to any felony or certain misdemeanor offenses, including bribery, perjury, forgery, counterfeiting, extortion, fraud, and wrongful taking of property.

Disclosure 1 of 1

Reporting Source:	Regulator
Formal Charges were brought in:	Federal Court
Name of Court:	UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA
Location of Court:	WESTERN DIVISION - LOS ANGELES, CA
Docket/Case #:	2:12-CR-00232
Charge Date:	03/15/2012
Charge(s) 1 of 3	
Formal Charge(s)/Description:	MAIL FRAUD
No of Counts:	3
Felony or Misdemeanor:	Felony
Plea for each charge:	GUILTY TO COUNT 3 ON OCTOBER 4, 2012
Disposition of charge:	Convicted
Charge(s) 2 of 3	
Formal Charge(s)/Description:	AGGRAVATED IDENTITY THEFT
No of Counts:	5
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Dismissed
Charge(s) 3 of 3	
Formal Charge(s)/Description:	FALSE STATEMENT TO A BANK
No of Counts:	1



Felony or Misdemeanor: Felony

Plea for each charge: NOT GUILTY

Disposition of charge: Dismissed

Current Status: Final

Status Date: 03/25/2013

Disposition Date: 03/25/2013

Sentence/Penalty: ON MARCH 25, 2013, A JUDGMENT IN THE CRIMINAL CASE WAS ENTERED AGAINST ANGLIN. HE WAS SENTENCED TO THREE YEARS OF PROBATION INCLUDING 27 MONTHS IN HOME DETENTION, AND ORDERED TO MAKE RESTITUTION IN THE AMOUNT OF \$73,000. DEFENDANT SHALL COMPLY WITH GENERAL ORDER NOS. 01-05, 05-02.

Summary: ON OCTOBER 4, 2012, ANGLIN PLEADED GUILTY TO ONE COUNT OF MAIL FRAUD (COUNT 3) IN VIOLATION OF TITLE 18 UNITED STATES CODE, SECTION 1341 BEFORE THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA IN U.S. V. RONALD GENE ANGLIN, 2:12-CR-00232-SJO.

THE REMAINING COUNTS OF THE INDICTMENT WERE DISMISSED UPON THE GOVERNMENT'S MOTION.



Customer Dispute - Settled

This type of disclosure event involves a consumer-initiated, investment-related complaint, arbitration proceeding or civil suit containing allegations of sale practice violations against the broker that resulted in a monetary settlement to the customer.

Disclosure 1 of 3

Reporting Source: Firm

Employing firm when activities occurred which led to the complaint: MERRILL LYNCH PIERCE, FENNER & SMITH, INC

Allegations: IN AN ORAL COMPLAINT CLIENT ALLEGED THAT FINANCIAL ADVISOR FACILITATED THE OPENING OF AN UNAUTHORIZED JOINT BANK ACCOUNT AT ANOTHER FINANCIAL INSTITUTION AND THE UNAUTHORIZED TRANSFER OF FUNDS FROM THE CLIENT'S ACCOUNT TO THIRD PARTIES UNKNOWN TO THE CLIENT.

Product Type: No Product

Alleged Damages: \$66,000.00

Is this an oral complaint? Yes

Is this a written complaint? No

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 05/02/2011

Complaint Pending? No

Status: Settled

Status Date: 07/14/2011

Settlement Amount: \$66,000.00

Individual Contribution Amount: \$0.00

Disclosure 2 of 3

Reporting Source: Broker



Employing firm when activities occurred which led to the complaint: MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

Allegations: THE CUSTOMER ALLEGES MISREPRESENTATION REGARDING A VARIABLE ANNUITY IN MARCH 2009. COMPENSATORY DAMAGES ARE UNSPECIFIED.

Product Type: Annuity-Variable

Alleged Damages: \$0.00

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 01/05/2010

Complaint Pending? No

Status: Settled

Status Date: 11/03/2010

Settlement Amount: \$12,784.46

Individual Contribution Amount: \$0.00

Summary: THE CALIFORNIA DEPARTMENT OF INSURANCE REQUIRED HARTFORD TO REINSTATE THE CUSTOMER'S CONTRACT AND IN THE SPIRIT OF PARTNERSHIP, MERRILL LYNCH AGREED TO PAY A PORTION OF THE COST TO HARTFORD. NO SETTLEMENT WAS MADE TO THE CLIENT.

Disclosure 3 of 3

Reporting Source: Firm

Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS, INC.

Allegations: CLIENT ALLEGED THAT THE PURCHASES OF WASHINGTON MUTUAL STOCK AND THE SALE OF THE MUTUAL FUNDS IN HER IRA ACCOUNT WERE UNAUTHORIZED. SEPTEMBER 2008. DAMAGES UNSPECIFIED.

Product Type: Equity Listed (Common & Preferred Stock)



Alleged Damages: \$0.00
Is this an oral complaint? No
Is this a written complaint? Yes
**Is this an arbitration/CFTC
 reparation or civil litigation?** No

Customer Complaint Information

Date Complaint Received: 10/02/2008
Complaint Pending? No
Status: Settled
Status Date: 04/08/2010
Settlement Amount: \$17,055.00
**Individual Contribution
 Amount:** \$0.00

Reporting Source: Broker
**Employing firm when
 activities occurred which led
 to the complaint:** CITIGROUP GLOBAL MARKETS, INC.

Allegations: CLIENT ALLEGED THAT THE PURCHASES OF WASHINGTON MUTUAL STOCK AND THE SALE OF THE MUTUAL FUNDS IN HER IRA ACCOUNT WERE UNAUTHORIZED. SEPTEMBER 2008. DAMAGES UNSPECIFIED.

Product Type: Equity Listed (Common & Preferred Stock)

Alleged Damages: \$0.00
Is this an oral complaint? No
Is this a written complaint? Yes
**Is this an arbitration/CFTC
 reparation or civil litigation?** No

Customer Complaint Information

Date Complaint Received: 10/02/2008
Complaint Pending? No
Status: Settled



Status Date:	04/08/2010
Settlement Amount:	\$17,055.00
Individual Contribution Amount:	\$0.00



Customer Dispute - Closed-No Action/Withdrawn/Dismissed/Denied

This type of disclosure event involves (1) a consumer-initiated, investment-related arbitration or civil suit containing allegations of sales practice violations against the individual broker that was dismissed, withdrawn, or denied; or (2) a consumer-initiated, investment-related written complaint containing allegations that the broker engaged in sales practice violations resulting in compensatory damages of at least \$5,000, forgery, theft, or misappropriation, or conversion of funds or securities, which was closed without action, withdrawn, or denied.

Disclosure 1 of 3

Reporting Source: Firm

Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS INC.

Allegations: CLIENT ALLEGED MISREPRESENTATION WITH RESPECT TO VARIABLE ANNUITY - 6/1/2006. DAMAGES UNSPECIFIED.

Product Type: Annuity-Variable

Alleged Damages: \$0.00

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 12/21/2009

Complaint Pending? No

Status: Denied

Status Date: 02/05/2010

Settlement Amount:

Individual Contribution Amount:

Summary: CLAIM DENIED

Reporting Source: Broker



Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS INC.

Allegations: CLIENT ALLEGED MISREPRESENTATION WITH RESPECT TO VARIABLE ANNUITY - 6/1/2006. DAMAGES UNSPECIFIED.

Product Type: Annuity-Variable

Alleged Damages: \$0.00

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 12/21/2009

Complaint Pending? No

Status: Denied

Status Date: 02/05/2010

Settlement Amount:

Individual Contribution Amount:

Disclosure 2 of 3

Reporting Source: Firm

Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS INC.

Allegations: CLIENT ALLEGED MISREPRESENTATION WITH RESPECT TO VARIABLE ANNUITY - FEBRUARY 2006.

Product Type: Annuity(ies) - Variable

Alleged Damages: \$8,153.18

Customer Complaint Information

Date Complaint Received: 03/17/2009



Complaint Pending? No
Status: Denied
Status Date: 04/03/2009
Settlement Amount:
Individual Contribution Amount:
Summary: CLAIM DENIED.

Reporting Source: Broker
Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS INC.
Allegations: CLIENT ALLEGED MISREPRESENTATION WITH RESPECT TO VARIABLE ANNUITY-FEBRUARY 2006
Product Type: Annuity(ies) - Variable
Alleged Damages: \$8,153.18

Customer Complaint Information

Date Complaint Received: 03/17/2009
Complaint Pending? No
Status: Denied
Status Date: 04/03/2009
Settlement Amount:
Individual Contribution Amount:
Summary: CLAIM DENIED.

Disclosure 3 of 3

Reporting Source: Broker
Employing firm when activities occurred which led to the complaint: CITICORP INVESTMENT SERVICES



Allegations: CLIENT ALLEGED MISREPRESENTATION

Product Type: Annuity(ies) - Variable

Alleged Damages: \$9,382.50

Customer Complaint Information

Date Complaint Received: 06/16/2005

Complaint Pending? No

Status: Denied

Status Date: 08/18/2005

Settlement Amount:

Individual Contribution Amount:

Summary: CLAIM DENIED AS WITHOUT MERIT.



Employment Separation After Allegations

This type of disclosure event involves a situation where the broker voluntarily resigned, was discharged, or was permitted to resign after being accused of (1) violating investment-related statutes, regulations, rules or industry standards of conduct; (2) fraud or the wrongful taking of property; or (3) failure to supervise in connection with investment-related statutes, regulations, rules, or industry standards of conduct.

Disclosure 1 of 1

Reporting Source: Firm

Employer Name: MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

Termination Type: Discharged

Termination Date: 05/19/2011

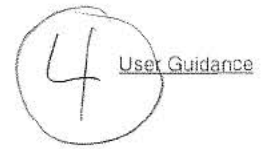
Allegations: ALLEGATIONS THAT THE REGISTERED REPRESENTATIVE FACILITATED THE OPENING OF AN UNAUTHORIZED JOINT BANK ACCOUNT AT ANOTHER FINANCIAL INSTITUTION AND THE UNAUTHORIZED TRANSFER OF FUNDS FROM THE CLIENT'S ACCOUNTS TO THIRD PARTIES UNKNOWN TO THE CLIENT.

Product Type: No Product

End of Report



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www.adviserinfo.sec.gov

Investment Adviser Representative Public Disclosure Report

RONALD GENE ANGLIN



Report #51718-30277, data current as of Friday, January 24, 2014.

<u>Section Title</u>	<u>Page(s)</u>
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Qualifications	3 - 4
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IAPD Information about Investment Adviser Representatives

IAPD offers information on all current-and many former-Investment Adviser Representatives. Investors are strongly encouraged to use IAPD to check the background of Investment Adviser Representatives before deciding to conduct, or continue to conduct, business with them.

- **What is included in a IAPD report?**

IAPD reports for individual Investment Adviser Representatives include information such as employment history, professional qualifications, disciplinary actions, criminal convictions, civil judgments and arbitration awards.

It is important to note that the information contained in an IAPD report may include pending actions or allegations that may be contested, unresolved or unproven. In the end, these actions or allegations may be resolved in favor of the Investment Adviser Representative, or concluded through a negotiated settlement with no admission or finding of wrongdoing.

- **Where did this information come from?**

The information contained in IAPD comes from the Investment Adviser Registration Depository (IARD) and FINRA's Central Registration Depository, or CRD®, (see more on CRD below) and is a combination of:

- information the states require Investment Adviser Representatives and firms to submit as part of the registration and licensing process, and
- information that state regulators report regarding disciplinary actions or allegations against Investment Adviser Representatives.

- **How current is this information?**

Generally, Investment Adviser Representatives are required to update their professional and disciplinary information in IARD within 30 days.

- **Need help interpreting this report?**

For help understanding how to read this report, please consult NASAA's IAPD Tips page <http://www.nasaa.org/IAPD/IARReports.cfm>.

- **What if I want to check the background of an Individual Broker or Brokerage firm?**

To check the background of an Individual Broker or Brokerage firm, you can search for the firm or individual in IAPD. If your search is successful, click on the link provided to view the available licensing and registration information in FINRA's BrokerCheck website.

- **Are there other resources I can use to check the background of investment professionals?**

It is recommended that you learn as much as possible about an individual Investment Adviser Representative or Investment Adviser firm before deciding to work with them. Your state securities regulator can help you research individuals and certain firms doing business in your state. The contact information for state securities regulators can be found on the website of the North American Securities Administrators Association <http://www.nasaa.org>.



Investment Adviser Representative Report Summary

RONALD GENE ANGLIN (CRD# 3171868)

The report summary provides an overview of the Investment Adviser Representative's professional background and conduct. The information contained in this report has been provided by the Investment Adviser Representative, investment adviser and/or securities firms, and/or securities regulators as part of the states' investment adviser registration and licensing process. The information contained in this report was last updated by the Investment Adviser Representative, a previous employing firm, or a securities regulator on 12/19/2013.

CURRENT EMPLOYERS

This individual is not currently registered as an Investment Adviser Representative.

QUALIFICATIONS

This individual is not currently registered as an Investment Adviser Representative.

Note: Not all jurisdictions require IAR registration or may have an exemption from registration. Additional information including this individual's qualification examinations and professional designations is available in the Detailed Report.

REGISTRATION HISTORY

This Investment Adviser Representative was previously registered with the following Investment Adviser firms:

FIRM (IARD#) - LOCATION	REGISTRATION DATES
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED (IARD# 7691) - ENCINO, CA	09/26/2008 - 06/03/2011
CITIGROUP GLOBAL MARKETS INC. (IARD# 7059) - CANYON COUNTY, CA	05/29/2007 - 10/09/2008
CITICORP INVESTMENT SERVICES (IARD# 23988) - CANYON COUNTY, CA	07/08/2004 - 05/29/2007

For additional registration and employment history details as reported by the individual, refer to the Registration and Employment History section of the Detailed Report.

DISCLOSURE INFORMATION

Disclosure events include certain criminal charges and convictions, formal investigations and disciplinary actions initiated by regulators, customer disputes and arbitrations, and financial disclosures such as bankruptcies and unpaid judgments or liens.

Are there events disclosed about this Investment Adviser Representative? **Yes**

The following types of events are disclosed about this Investment Adviser Representative:

Type	Count
Regulatory Event	2
Criminal	1
Customer Dispute	6
Termination	1



Investment Adviser Representative Report Summary

BROKER DEALER INFORMATION

This individual previously was registered as an investment adviser representative and a broker. For more information about this individual's record as a broker, visit FINRA's BrokerCheck website at: <http://www.finra.org/brokercheck>



Investment Adviser Representative Qualifications

REGISTRATIONS

This section provides the states and U.S. territories in which the Investment Adviser Representative is currently registered and licensed, the category of each registration, and the date on which the registration became effective. This section also provides, for each firm with which the Investment Adviser Representative is currently employed, the address of each location where the Investment Adviser Representative works.

This individual is not currently registered as an Investment Adviser Representative.



Investment Adviser Representative Qualifications

PASSED INDUSTRY EXAMS

This section includes all required state securities exams that the Investment Adviser Representative has passed. Under limited circumstances, an Investment Adviser Representative may attain registration after receiving an exam waiver based on a combination of exams the Investment Adviser Representative has passed and qualifying work experience. Likewise, a new exam requirement may be grandfathered based on an Investment Adviser Representative's specific qualifying work experience. Exam waivers and grandfathering are not included below.

This individual has passed the following exams:

Exam	Category	Date
Uniform Securities Agent State Law Examination (S63)	Series 63	03/01/1999
Uniform Combined State Law Examination (S66)	Series 66	12/31/2003

PROFESSIONAL DESIGNATIONS

This section details that the Investment Adviser Representative has reported **0** professional designation(s).

No information reported.



Investment Adviser Representative Registration and Employment History

PREVIOUSLY REGISTERED WITH THE FOLLOWING INVESTMENT ADVISER FIRMS

This section indicates that state registration records show this Investment Adviser Representative previously held registrations with the following firms:

Registration Dates	Firm Name	IARD#	Branch Location
09/26/2008 - 06/03/2011	MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED	7691	ENCINO, CA
05/29/2007 - 10/09/2008	CITIGROUP GLOBAL MARKETS INC.	7059	CANYON COUNTY, CA
07/08/2004 - 05/29/2007	CITICORP INVESTMENT SERVICES	23988	CANYON COUNTY, CA
01/05/2004 - 06/22/2004	AMERICAN EXPRESS FINANCIAL ADVISORS, INC.	6363	LOS ANGELES, CA

EMPLOYMENT HISTORY

Below is the Investment Adviser Representative's employment history for up to the last 10 years.

Please note that the Investment Adviser Representative is required to provide this information only while registered and the information is not updated after the Investment Adviser Representative ceases to be registered, with a state regulator. Therefore, an employment end date of "Present" may not reflect the Investment Adviser Representative's current employment status.

Employment Dates	Employer Name	Employer Location
09/2008 - Present	MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED : 7691	ENCINO, CA
05/2007 - 09/2008	CITIGROUP GLOBAL MARKETS INC.	CANYON COUNTRY, CA
07/2004 - 10/2007	CITICORP INVESTMENT SERVICES	SANTA CLARITA, CA
11/2003 - 06/2004	AMERICAN EXPRESS FINANCIAL ADVISORS	LOS ANGELES, CA
11/2003 - 06/2004	IDS LIFE INSURANCE COMPANY	LOS ANGELES, CA

OTHER BUSINESS ACTIVITIES

This section includes information, if any, as provided by the Investment Adviser Representative regarding other business activities the Investment Adviser Representative is currently engaged in either as a proprietor, partner, officer, director, employee, trustee, agent, or otherwise. This section does not include non-investment related activity that is exclusively charitable, civic, religious, or fraternal and is recognized as tax exempt.

No information reported.



Investment Adviser Representative Disclosure Summary

Disclosure Information

What you should know about reported disclosure events:

(1) Certain thresholds must be met before an event is reported to IARD, for example:

- A law enforcement agency must file formal charges before an Investment Adviser Representative is required to report a particular criminal event.;
- A customer dispute must involve allegations that an Investment Adviser Representative engaged in activity that violates certain rules or conduct governing the industry and that the activity resulted in damages of at least \$5,000.

(2) Disclosure events in IAPD reports come from different sources:

As mentioned in the "About IAPD" section on page 1 of this report, information contained in IAPD comes from Investment Adviser Representatives, firms and regulators. When more than one of these sources reports information for the same disclosure event, all versions of the event will appear in the IAPD report. The different versions will be separated by a solid line with the reporting source labeled.

(3) There are different statuses and dispositions for disclosure events:

- A disclosure event may have a status of *pending*, *on appeal*, or *final*.
 - A "pending" disclosure event involves allegations that have not been proven or formally adjudicated.
 - A disclosure event that is "on appeal" involves allegations that have been adjudicated but are currently being appealed.
 - A "final" disclosure event has been concluded and its resolution is not subject to change.
- A final disclosure event generally has a disposition of *adjudicated*, *settled* or *otherwise resolved*.
 - An "adjudicated" matter includes a disposition by (1) a court of law in a criminal or civil matter, or (2) an administrative panel in an action brought by a regulator that is contested by the party charged with some alleged wrongdoing.
 - A "settled" matter generally represents a disposition wherein the parties involved in a dispute reach an agreement to resolve the matter. Please note that Investment Adviser Representatives and firms may choose to settle customer disputes or regulatory matters for business or other reasons.
 - A "resolved" matter usually includes a disposition wherein no payment is made to the customer or there is no finding of wrongdoing on the part of the Investment Adviser Representative. Such matters generally involve customer disputes.

(4) You may wish to contact the Investment Adviser Representatives to obtain further information regarding any of the disclosure events contained in this IAPD report.



DISCLOSURE EVENT DETAILS

When evaluating this information, please keep in mind that some items may involve pending actions or allegations that may be contested and have not been resolved or proven. The event may, in the end, be withdrawn, dismissed, resolved in favor of the Investment Adviser Representative, or concluded through a negotiated settlement with no admission or finding of wrongdoing.

This report provides the information exactly as it was reported to the Investment Adviser Registration Depository. Some of the specific data fields contained in the report may be blank if the information was not provided.

The following types of events are disclosed about this Investment Adviser Representative:

Type	Count
Regulatory Event	2
Criminal	1
Customer Dispute	6
Termination	1

Regulatory Event

This disclosure event may include a final, formal proceeding initiated by a regulatory authority (e.g., a state securities agency, a federal regulator such as the Securities and Exchange Commission or the Commodities Futures Trading Commission, or a foreign financial regulatory body) for a violation of investment-related rules or regulations. This disclosure event may also include a revocation or suspension of an Investment Adviser Representative's authority to act as an attorney, accountant or federal contractor.

Disclosure 1 of 2

Reporting Source:	Regulator
Regulatory Action Initiated By:	UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Sanction(s) Sought:	Other: N/A
Date Initiated:	12/17/2013
Docket/Case Number:	3-15648
Employing firm when activity occurred which led to the regulatory action:	MERRILL LYNCH, PIERCE, FENNER & SMITH INC.
Product Type:	No Product
Allegations:	<p>SEC ADMIN RELEASE 34-71109, IA RELEASE 3741, DECEMBER 17, 2013: THE SECURITIES AND EXCHANGE COMMISSION ("COMMISSION") DEEMED IT APPROPRIATE AND IN THE PUBLIC INTEREST THAT PUBLIC ADMINISTRATIVE PROCEEDINGS BE INSTITUTED PURSUANT TO SECTION 15(B) OF THE SECURITIES EXCHANGE ACT OF 1934 ("EXCHANGE ACT") AND SECTION 203(F) OF THE INVESTMENT ADVISERS ACT OF 1940 ("ADVISERS ACT") AGAINST RONALD GENE ANGLIN ("RESPONDENT" OR "ANGLIN").</p> <p>THE DIVISION OF ENFORCEMENT ALLEGES THAT: ON OCTOBER 4, 2012, ANGLIN PLEADED GUILTY TO ONE COUNT OF MAIL FRAUD IN VIOLATION OF TITLE 18 UNITED STATES CODE, SECTION 1341 BEFORE THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA IN U.S. V. RONALD GENE ANGLIN, 2:12-CR-00232-SJO. ON MARCH 25, 2013, A JUDGMENT IN THE CRIMINAL CASE WAS ENTERED</p>



AGAINST ANGLIN. HE WAS SENTENCED TO THREE YEARS OF PROBATION INCLUDING 27 MONTHS IN HOME DETENTION, AND ORDERED TO MAKE RESTITUTION IN THE AMOUNT OF \$73,000.

THE COUNT OF MAIL FRAUD TO WHICH ANGLIN PLEADED GUILTY ALLEGED, INTER ALIA, THAT IN OR AROUND 2010, ANGLIN EXECUTED A SCHEME WHEREBY HE FORGED LETTERS OF AUTHORIZATION PURPORTEDLY FROM A CUSTOMER TO HIS BROKER-DEALER EMPLOYER THAT REQUESTED THE DISBURSEMENT OF THE CUSTOMER'S FUNDS FROM THE CUSTOMER'S BROKER-DEALER ACCOUNTS TO BE SENT BY THE UNITED STATES POSTAL SERVICE OR A COMMERCIAL INTERSTATE CARRIER TO ADDRESSES THAT ANGLIN SPECIFIED IN THE FORGED LETTERS OF AUTHORIZATION. PURSUANT TO THE FORGED LETTERS OF AUTHORIZATION, THE CHECKS THAT ANGLIN CAUSED TO BE MAILED FROM THE CUSTOMER'S ACCOUNTS AT THE BROKER-DEALER WERE MADE PAYABLE TO PEOPLE OR ENTITIES THAT HAD NO CONNECTION TO THE ADDRESSES TO WHICH HE HAD THE CHECKS SENT. WHEN THE CHECKS ARRIVED AT THOSE ADDRESSES, ANGLIN PICKED UP THE CHECKS OR HAD THEM BROUGHT EITHER TO HIM OR TO OTHERS ACTING UNDER HIS INSTRUCTIONS. THOSE CHECKS FROM THE CUSTOMER'S ACCOUNTS AT THE BROKER-DEALER THEN WOULD BE DEPOSITED IN BANK ACCOUNTS UNDER ANGLIN'S CONTROL OR THE CONTROL OF SOMEONE IN HIS WIFE'S FAMILY FOR THEIR USE.

Current Status:

Pending

Summary:

IT IS ORDERED THAT THE ADMINISTRATIVE LAW JUDGE SHALL ISSUE AN INITIAL DECISION NO LATER THAN 210 DAYS FROM THE DATE OF SERVICE OF THE ORDER, PURSUANT TO RULE 360(A)(2) OF THE COMMISSION'S RULES OF PRACTICE.

Disclosure 2 of 2

Reporting Source:	Regulator
Regulatory Action Initiated By:	FINRA
Sanction(s) Sought:	Suspension
Date Initiated:	09/25/2012
Docket/Case Number:	2011028012601
Employing firm when activity occurred which led to the regulatory action:	N/A
Product Type:	No Product
Allegations:	RESPONDENT ANGLIN FAILED TO RESPOND TO FINRA REQUEST FOR INFORMATION.
Current Status:	Final
Resolution:	LETTER



Does the order constitute a final order based on violations of any laws or regulations that prohibit fraudulent, manipulative, or deceptive conduct?

No

Resolution Date:

12/28/2012

Sanctions Ordered:

Bar (Permanent)

If the regulator is the SEC, CFTC, or an SRO, did the action result in a finding of a willful violation or failure to supervise?

No

(1) willfully violated any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Commodity Exchange Act, or any rule or regulation under any of such Acts, or any of the rules of the Municipal Securities Rulemaking Board, or to have been unable to comply with any provision of such Act, rule or regulation?

(2) willfully aided, abetted, counseled, commanded, induced, or procured the violation by any person of any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Commodity Exchange Act, or any rule or regulation under any of such Acts, or any of the rules of the Municipal Securities Rulemaking Board? or



(3) failed reasonably to supervise another person subject to your supervision, with a view to preventing the violation by such person of any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Commodity Exchange Act, or any rule or regulation under any such Acts, or any of the rules of the Municipal Securities Rulemaking Board?

Sanction 1 of 2

Sanction Type: Bar (Permanent)

Capacities Affected: ANY CAPACITY

Duration: N/A

Start Date: 12/28/2012

End Date:

Sanction 2 of 2

Sanction Type: Suspension

Capacities Affected: ANY CAPACITY

Duration: N/A

Start Date: 10/19/2012

End Date: 12/27/2012

Summary:

PURSUANT TO FINRA RULE 9552(H) AND IN ACCORDANCE WITH FINRA'S INTENT TO SUSPEND AND NOTICE OF SUSPENSION LETTERS DATED SEPTEMBER 25, 2012 AND OCTOBER 19, 2012, RESPECTIVELY, ON DECEMBER 28, 2012, ANGLIN IS BARRED FROM ASSOCIATION WITH ANY FINRA MEMBER IN ANY CAPACITY. ANGLIN FAILED TO REQUEST TERMINATION OF HIS SUSPENSION WITHIN THREE MONTHS OF THE DATE OF THE NOTICE OF INTENT TO SUSPEND; THEREFORE, HE IS AUTOMATICALLY BARRED FROM ASSOCIATION WITH ANY FINRA MEMBER IN ANY CAPACITY.

**Criminal**

This disclosure event involves a criminal charge against the Investment Adviser Representative that has resulted in a dismissal, plea, acquittal or conviction. The criminal matter may relate to any felony or certain misdemeanor offenses (e.g., bribery, perjury, forgery, counterfeiting, extortion, fraud, wrongful taking of property).

Disclosure 1 of 1

Reporting Source:	Regulator
Formal Charges were brought in:	Federal Court
Name of Court:	UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA
Location of Court:	WESTERN DIVISION - LOS ANGELES, CA
Docket/Case #:	2:12-CR-00232
Charge Date:	03/15/2012
Charge(s) 1 of 3	
Formal Charge(s)/Description:	MAIL FRAUD
No of Counts:	3
Felony or Misdemeanor:	Felony
Plea for each charge:	GUILTY TO COUNT 3 ON OCTOBER 4, 2012
Disposition of charge:	Convicted
Charge(s) 2 of 3	
Formal Charge(s)/Description:	AGGRAVATED IDENTITY THEFT
No of Counts:	5
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Dismissed
Charge(s) 3 of 3	
Formal Charge(s)/Description:	FALSE STATEMENT TO A BANK
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Dismissed
Current Status:	Final
Status Date:	03/25/2013
Disposition Date:	03/25/2013
Sentence/Penalty:	ON MARCH 25, 2013, A JUDGMENT IN THE CRIMINAL CASE WAS ENTERED AGAINST ANGLIN. HE WAS SENTENCED TO THREE YEARS OF PROBATION INCLUDING 27 MONTHS IN HOME DETENTION, AND ORDERED TO MAKE RESTITUTION IN THE AMOUNT OF \$73,000. DEFENDANT SHALL COMPLY WITH GENERAL ORDER NOS. 01-05, 05-02.



Summary:

ON OCTOBER 4, 2012, ANGLIN PLEADED GUILTY TO ONE COUNT OF MAIL FRAUD (COUNT 3) IN VIOLATION OF TITLE 18 UNITED STATES CODE, SECTION 1341 BEFORE THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA IN U.S. V. RONALD GENE ANGLIN, 2:12-CR-00232-SJO.

THE REMAINING COUNTS OF THE INDICTMENT WERE DISMISSED UPON THE GOVERNMENT'S MOTION.

**Customer Dispute**

This section provides information regarding a customer dispute that was reported to the Investment Adviser Registration Depository (IARD) by the Investment Adviser Representative (IAR), an investment adviser and/or securities firm, and/or a securities regulator. The event may include a consumer-initiated, investment-related complaint, arbitration proceeding or civil suit that contains allegations of sales practice violations against the individual.

The customer dispute may be pending or may have resulted in a civil judgment, arbitration award, monetary settlement, closure without action, withdrawal, dismissal, denial, or other outcome.

Disclosure 1 of 6

Reporting Source:	Firm
Employing firm when activities occurred which led to the complaint:	MERRILL LYNCH PIERCE, FENNER & SMITH, INC
Allegations:	IN AN ORAL COMPLAINT CLIENT ALLEGED THAT FINANCIAL ADVISOR FACILITATED THE OPENING OF AN UNAUTHORIZED JOINT BANK ACCOUNT AT ANOTHER FINANCIAL INSTITUTION AND THE UNAUTHORIZED TRANSFER OF FUNDS FROM THE CLIENT'S ACCOUNT TO THIRD PARTIES UNKNOWN TO THE CLIENT.
Product Type:	No Product
Alleged Damages:	\$66,000.00
Is this an oral complaint?	Yes
Is this a written complaint?	No
Is this an arbitration/CFTC reparation or civil litigation?	No

Customer Complaint Information

Date Complaint Received:	05/02/2011
Complaint Pending?	No
Status:	Settled
Status Date:	07/14/2011
Settlement Amount:	\$66,000.00
Individual Contribution Amount:	\$0.00

Disclosure 2 of 6

Reporting Source:	Individual
Employing firm when activities occurred which led to the complaint:	MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
Allegations:	THE CUSTOMER ALLEGES MISREPRESENTATION REGARDING A VARIABLE ANNUITY IN MARCH 2009. COMPENSATORY DAMAGES ARE UNSPECIFIED.
Product Type:	Annuity-Variable
Alleged Damages:	\$0.00
Is this an oral complaint?	No
Is this a written complaint?	Yes



Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 01/05/2010

Complaint Pending? No

Status: Settled

Status Date: 11/03/2010

Settlement Amount: \$12,784.46

Individual Contribution Amount: \$0.00

Summary: THE CALIFORNIA DEPARTMENT OF INSURANCE REQUIRED HARTFORD TO REINSTATE THE CUSTOMER'S CONTRACT AND IN THE SPIRIT OF PARTNERSHIP, MERRILL LYNCH AGREED TO PAY A PORTION OF THE COST TO HARTFORD. NO SETTLEMENT WAS MADE TO THE CLIENT.

Disclosure 3 of 6

Reporting Source: Firm

Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS INC.

Allegations: CLIENT ALLEGED MISREPRESENTATION WITH RESPECT TO VARIABLE ANNUITY - 6/1/2006. DAMAGES UNSPECIFIED.

Product Type: Annuity-Variable

Alleged Damages: \$0.00

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 12/21/2009

Complaint Pending? No

Status: Denied

Status Date: 02/05/2010

Settlement Amount:

Individual Contribution Amount:

Summary: CLAIM DENIED

Reporting Source: Individual



Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS INC.

Allegations: CLIENT ALLEGED MISREPRESENTATION WITH RESPECT TO VARIABLE ANNUITY - 6/1/2006. DAMAGES UNSPECIFIED.

Product Type: Annuity-Variable

Alleged Damages: \$0.00

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 12/21/2009

Complaint Pending? No

Status: Denied

Status Date: 02/05/2010

Settlement Amount:

Individual Contribution Amount:

Disclosure 4 of 6

Reporting Source: Firm

Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS INC.

Allegations: CLIENT ALLEGED MISREPRESENTATION WITH RESPECT TO VARIABLE ANNUITY - FEBRUARY 2006.

Product Type: Annuity(ies) - Variable

Alleged Damages: \$8,153.18

Customer Complaint Information

Date Complaint Received: 03/17/2009

Complaint Pending? No

Status: Denied

Status Date: 04/03/2009

Settlement Amount:

Individual Contribution Amount:

Summary: CLAIM DENIED.

Reporting Source: Individual



Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS INC.

Allegations: CLIENT ALLEGED MISREPRESENTATION WITH RESPECT TO VARIABLE ANNUITY-FEBRUARY 2006

Product Type: Annuity(ies) - Variable

Alleged Damages: \$8,153.18

Customer Complaint Information

Date Complaint Received: 03/17/2009

Complaint Pending? No

Status: Denied

Status Date: 04/03/2009

Settlement Amount:

Individual Contribution Amount:

Summary: CLAIM DENIED.

Disclosure 5 of 6

Reporting Source: Firm

Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS, INC.

Allegations: CLIENT ALLEGED THAT THE PURCHASES OF WASHINGTON MUTUAL STOCK AND THE SALE OF THE MUTUAL FUNDS IN HER IRA ACCOUNT WERE UNAUTHORIZED. SEPTEMBER 2008. DAMAGES UNSPECIFIED.

Product Type: Equity Listed (Common & Preferred Stock)

Alleged Damages: \$0.00

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 10/02/2008

Complaint Pending? No

Status: Settled

Status Date: 04/08/2010

Settlement Amount: \$17,055.00

Individual Contribution Amount: \$0.00

Reporting Source: Individual



Employing firm when activities occurred which led to the complaint: CITIGROUP GLOBAL MARKETS, INC.

Allegations: CLIENT ALLEGED THAT THE PURCHASES OF WASHINGTON MUTUAL STOCK AND THE SALE OF THE MUTUAL FUNDS IN HER IRA ACCOUNT WERE UNAUTHORIZED. SEPTEMBER 2008. DAMAGES UNSPECIFIED.

Product Type: Equity Listed (Common & Preferred Stock)

Alleged Damages: \$0.00

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 10/02/2008

Complaint Pending? No

Status: Settled

Status Date: 04/08/2010

Settlement Amount: \$17,055.00

Individual Contribution Amount: \$0.00

Disclosure 6 of 6

Reporting Source: Individual

Employing firm when activities occurred which led to the complaint: CITICORP INVESTMENT SERVICES

Allegations: CLIENT ALLEGED MISREPRESENTATION

Product Type: Annuity(ies) - Variable

Alleged Damages: \$9,382.50

Customer Complaint Information

Date Complaint Received: 06/16/2005

Complaint Pending? No

Status: Denied

Status Date: 08/18/2005

Settlement Amount:

Individual Contribution Amount:

Summary: CLAIM DENIED AS WITHOUT MERIT.



Termination

This disclosure event involves a situation where the Investment Adviser Representative voluntarily resigned, was discharged or was permitted to resign after allegations were made that accused the Investment Adviser Representative of violating investment-related statutes, regulations, rules or industry standards of conduct; fraud or the wrongful taking of property; or failure to supervise in connection with investment-related statutes, regulations, rules or industry standards of conduct.

Disclosure 1 of 1

Reporting Source:	Firm
Firm Name:	MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
Termination Type:	Discharged
Termination Date:	05/19/2011
Allegations:	ALLEGATIONS THAT THE REGISTERED REPRESENTATIVE FACILITATED THE OPENING OF AN UNAUTHORIZED JOINT BANK ACCOUNT AT ANOTHER FINANCIAL INSTITUTION AND THE UNAUTHORIZED TRANSFER OF FUNDS FROM THE CLIENT'S ACCOUNTS TO THIRD PARTIES UNKNOWN TO THE CLIENT.
Product Type:	No Product



End of Report

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Organization Registration Status

Organization CRD#: 7691 Organization Name: MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

Organization SEC#: 8-7221 Applicant Name: MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

[View IA Record](#)

SEC / Jurisdiction / FINRA	Registration Status	Status Effective Date
<u>SEC</u>	Approved -	03/12/1959
<u>FINRA</u>	Approved -	01/26/1937
<u>NY</u>	Approved -	01/02/1985

SEC / SRO / Jurisdiction	Registration Status	Status Effective Date
<u>SEC</u>	Approved -	03/12/1959
<u>BATS-YX</u>	Approved -WAIVE-IN MEMBER	10/04/2010
<u>BATS-ZX</u>	Approved -WAIVE-IN FIRM	08/18/2008
<u>BOX</u>	Approved -WAIVE IN FIRM	05/07/2012
<u>C2</u>	Approved -	09/27/2010
<u>CBOE</u>	Approved -	06/17/1981
<u>CHX</u>	Approved -	01/12/1959
<u>EDGA</u>	Approved -APPROVED - WAIVED-IN	05/14/2010
<u>EDGX</u>	Approved -APPROVED - WAIVED-IN	05/14/2010
<u>FINRA</u>	Approved -	01/26/1937
<u>ISE</u>	Approved -	05/01/2000
<u>MIAX</u>	Approved -	12/07/2012
<u>BX</u>	Approved -BX APPROVED 01/12/2009; BX OPTIONS APPROVED 6/29/2012	07/31/1981
<u>PHLX</u>	Approved -PSX PARTICIPANT 10/8/10	03/12/1959
<u>NOX</u>	Approved -NOM APPROVAL 03-12-2008	07/12/2006
<u>ARCA</u>	Approved -ETP AND OTP	10/27/1958
<u>NYSE-MKT</u>	Approved -NYSE AMEX EQUITY ("ATL") & NYSE AMEX OPTION ("ATP") FIRM	02/25/1988
<u>NqLX</u>	Terminated -	11/22/2011
<u>NSX</u>	Approved -	02/24/1993
<u>NYSE</u>	Approved -	11/17/1982
<u>GEMINI</u>	Approved -	07/29/2013
<u>AL</u>	Approved -	10/24/1981
<u>AK</u>	Approved -	03/24/1960
<u>AZ</u>	Approved -	06/16/1962
<u>AR</u>	Approved -	08/12/1941
<u>CA</u>	Approved -	01/01/1970
<u>CO</u>	Approved -	02/01/1983
<u>CT</u>	Approved -	03/11/1940
<u>DE</u>	Approved -	10/06/1981
<u>DC</u>	Approved -	02/26/1965
<u>FL</u>	Approved -	04/27/1983
<u>GA</u>	Approved -	09/21/1981
<u>HI</u>	Approved -	01/12/1959
<u>ID</u>	Approved -YEAR OF APPROVAL CORRECT, MONTH AND DAY UNKNOWN	01/01/1967

<u>IL</u>	Approved -	01/12/1959
<u>IN</u>	Approved -	10/20/1981
<u>IA</u>	Approved -	07/14/1983
<u>KS</u>	Approved -	01/17/1974
<u>KY</u>	Approved -	07/16/1982
<u>LA</u>	Approved -	04/20/1983
<u>ME</u>	Approved -	02/13/1984
<u>MD</u>	Approved -	10/03/1981
<u>MA</u>	Approved -	07/31/1981
<u>MI</u>	Approved -	02/02/1983
<u>MN</u>	Approved -	07/15/1982
<u>MS</u>	Approved -	10/14/1981
<u>MO</u>	Approved -	07/18/1983
<u>MT</u>	Approved -	04/20/1983
<u>NE</u>	Approved -	10/08/1981
<u>NV</u>	Approved -	07/18/1983
<u>NH</u>	Approved -	02/02/1983
<u>NJ</u>	Approved -	07/13/1983
<u>NM</u>	Approved -DP: JAN M. WETHING CRD 2021337	10/07/1981
<u>NY</u>	Approved -	01/02/1985
<u>NC</u>	Approved -	07/15/1982
<u>ND</u>	Approved -	10/21/1981
<u>OH</u>	Approved -	07/16/1982
<u>OK</u>	Approved -	07/17/1982
<u>OR</u>	Approved -	10/24/1981
<u>PA</u>	Approved -	01/12/1959
<u>PR</u>	Approved -	09/01/1984
<u>RI</u>	Approved -	02/01/1983
<u>SC</u>	Approved -	10/28/1981
<u>SD</u>	Approved -	07/15/1982
<u>TN</u>	Approved -	08/17/1981
<u>TX</u>	Approved -	06/28/1983
<u>UT</u>	Approved -	04/21/1983
<u>VT</u>	Approved -	02/13/1984
<u>VI</u>	Approved -CONVERSION TO CRD	04/11/2005
<u>VA</u>	Approved -	09/22/1981
<u>WA</u>	Approved -	04/20/1983
<u>WV</u>	Approved -	09/30/1981
<u>WI</u>	Approved -	05/27/1920
<u>WY</u>	Approved -APPROVAL DATE AMENDED TO REFLECT ACTUAL APPROVAL DATE WHICH PRECEDED THE 1983 CRD IMPLEMENTATION DEFAULT DATE.	05/22/1965

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Registration/Reporting Status

Organization CRD#: 7691	Primary Business Name: MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
Organization SEC#: 801-14235	Full Legal Name: MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
View BD Record	Electronic Filer

Registration Status

SEC/Jurisdiction	SEC
Registration Status	Approved
Status Effective Date	12/8/1978

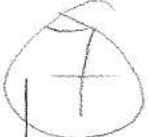
SEC/Jurisdiction	Registration Status	Status Effective Date
SEC	Approved	12/08/1978

Exempt Reporting Adviser Status

No Exempt Reporting Adviser Status Information Found.

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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

September 2011 Grand Jury **CR 12 00232**

UNITED STATES OF AMERICA,)	No. CR 12-
)	
Plaintiff,)	<u>I N D I C T M E N T</u>
)	
v.)	[18 U.S.C. § 1341: Mail Fraud;
)	18 U.S.C. § 1014: False
RONALD GENE ANGLIN,)	Statement to a Bank; 18 U.S.C.
)	§ 1028A: Aggravated Identity
Defendant.)	Theft; 18 U.S.C. § 2(b): Causing
)	an Act to Be Done]
)	
)	
)	

The Grand Jury charges:
COUNTS ONE through THREE
[18 U.S.C. §§ 1341, 2(b)]

I. INTRODUCTION

At all times material to this Indictment:

1. Defendant RONALD GENE ANGLIN ("ANGLIN") worked as a Financial Advisor at Merrill Lynch & Co., Inc. ("Merrill Lynch") and other companies within the Central District of California.

1 2. As a Financial Advisor at Merrill Lynch, defendant
2 ANGLIN managed the investments of approximately ninety clients,
3 several of whom were senior citizens.

4 3. For a Merrill Lynch client to withdraw money from her
5 own account, the client typically notified her Financial Advisor
6 through a verbal or written request. The Financial Advisor, or
7 the Financial Advisor's assistant (known as a Client Associate),
8 then input the request into the Merrill Lynch computer system.
9 Client Associates often handled administrative duties in this
10 regard on behalf of their assigned Financial Advisors.

11 4. When a client requested a check to be issued to a third
12 party rather than to the client herself, Merrill Lynch required a
13 letter of authorization from the client to justify the
14 disbursement.

15 5. J.Co., who is 88 years old, was one of defendant
16 ANGLIN's clients. Defendant ANGLIN managed J.Co.'s Merrill Lynch
17 "CMA" or "Cash Management Account" accounts, specifically,
18 "CMA Account" number XXX-X1109 and "CMA For Trust Account" number
19 XXX-X1110 (collectively, the "accounts").

20 II. THE SCHEME TO DEFRAUD

21 6. Beginning on or about February 26, 2010, and continuing
22 through on or about December 20, 2010, in Los Angeles County,
23 within the Central District of California, and elsewhere,
24 defendant ANGLIN, and others known and unknown to the Grand Jury,
25 knowingly and with intent to defraud, devised, participated in,
26 and executed a scheme and artifice to defraud J.Co. as to
27 material matters, and to obtain money and property from J.Co. by
28 means of material false and fraudulent pretenses,

1 representations, and promises, and the concealment of material
2 facts.

3 7. The fraudulent scheme operated in the following manner:

4 a. Defendant ANGLIN, in his role as Financial Advisor
5 at Merrill Lynch, would forge a letter of authorization from
6 J.Co. without her knowledge that included J.Co.'s purported
7 signature. The letter of authorization would request that
8 Merrill Lynch process a certain amount of money from one of
9 J.Co.'s accounts and mail it to a designated location.

10 b. Defendant ANGLIN would then cause the letter of
11 authorization to be submitted internally at Merrill Lynch,
12 resulting in a check for the requested amount to be drawn from
13 one of J.Co.'s accounts and sent by the United States Postal
14 Service or a commercial interstate carrier to the address that
15 defendant ANGLIN specified in the forged letter of authorization.

16 c. Pursuant to the forged letters of authorization,
17 the checks that defendant ANGLIN caused to be mailed from J.Co.'s
18 accounts at Merrill Lynch were made payable to people or entities
19 that had no connection to the addresses to which he had the
20 checks sent. When the checks arrived at those addresses,
21 defendant ANGLIN picked up the checks or had them brought either
22 to him or to others known and unknown to the Grand Jury.

23 d. The checks from J.Co.'s accounts at Merrill Lynch
24 then would be deposited in bank accounts under defendant ANGLIN's
25 control or the control of someone in his wife's family. Some of
26 these funds were used to pay for, among other things, property
27 taxes on properties owned by defendant ANGLIN and/or his wife.

28

1 III. THE USE OF THE MAILS

2 8. On or about the following dates, in Los Angeles County,
3 within the Central District of California, and elsewhere,
4 defendant ANGLIN, and others known and unknown to the Grand Jury,
5 for the purpose of executing and attempting to execute the above-
6 described scheme to defraud, caused the following items to be
7 placed in an authorized depository for mail matter to be sent and
8 delivered by the United States Postal Service, and to be
9 deposited with and to be delivered by a commercial interstate
10 carrier, according to the directions thereon:

11 COUNT	DATE	ITEM MAILED
12 ONE	2/26/10	Check issued on February 26, 2010, 13 from Merrill Lynch account XXX- X1110 for \$10,000
14 TWO	11/9/10	Check issued on November 9, 2010, 15 from Merrill Lynch account XXX- 16 X1110 for \$26,000
17 THREE	12/31/10	Check issued on December 30, 2010, 18 from Merrill Lynch account XXX- X1109 for \$30,000

COUNT FOUR

[18 U.S.C. §§ 1014, 2(b)]

1
2
3 9. The Grand Jury incorporates and re-alleges the
4 allegations contained in paragraphs 1 through 8 of this
5 Indictment as though fully set forth in their entirety here.

6 10. On or about April 25, 2011, in Los Angeles County,
7 within the Central District of California, and elsewhere,
8 defendant ANGLIN knowingly made a false statement or report for
9 the purpose of influencing the action of Wells Fargo Bank, N.A.
10 ("Wells Fargo"), whose accounts were then insured by the Federal
11 Deposit Insurance Corporation, in connection with an application
12 to obtain a joint deposit account, in that defendant ANGLIN
13 submitted to a Wells Fargo employee a completed Wells Fargo
14 "Consumer Account Application" in the names of J.Co. and
15 defendant ANGLIN's father-in-law, R.Ca., that included the
16 purported signatures of J.Co. and R.Ca., when in truth and in
17 fact, as defendant ANGLIN then well knew, neither J.Co. nor R.Ca.
18 had signed the Consumer Account Application or even knew of its
19 existence.

COUNTS FIVE through SEVEN

[18 U.S.C. §§ 1028A, 2(b)]

11. The Grand Jury incorporates and re-alleges the allegations contained in paragraphs 1 through 10 of this Indictment as though fully set forth in their entirety here.

12. On or about the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, defendant ANGLIN, together with others known and unknown to the Grand Jury, knowingly transferred, possessed, and used, and caused the transfer, possession, and use of, without lawful authority, the following means of identification of another person that defendant ANGLIN knew belonged to a real person, during and in relation to mail fraud, a violation of Title 18, United States Code, Section 1341, as charged in the counts identified below:

COUNT	DATE	VICTIM	MEANS OF IDENTIFICATION	RELATED FRAUD COUNT
FIVE	2/18/10	J.Co.	Name, Signature, Financial Account Number	One
SIX	11/5/10	J.Co.	Name, Signature, Financial Account Number	Two
SEVEN	12/20/10	J.Co.	Name, Signature, Financial Account Number	Three

COUNTS EIGHT through NINE

[18 U.S.C. §§ 1028A, 2(b)]

13. The Grand Jury incorporates and re-alleges the allegations contained in paragraphs 1 through 12 of this Indictment as though fully set forth in their entirety here.

14. On or about the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, defendant ANGLIN, together with others known and unknown to the Grand Jury, knowingly transferred, possessed, and used, and caused the transfer, possession, and use of, without lawful authority, the following means of identification of another person that defendant ANGLIN knew belonged to a real person, during and in relation to making a false statement to a federally insured bank, a violation of Title 18, United States Code, Section 1014, as charged in the counts identified below:

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//

COUNT	DATE	VICTIM	MEANS OF IDENTIFICATION	RELATED FALSE STATEMENT COUNT
EIGHT	4/25/11	J.Co.	Name, Signature, Social Security Number, California Driver's License Number	Four
NINE	4/25/11	R.Ca.	Name, Signature, Date of Birth, Social Security Number, California Driver's License Number	Four

A TRUE BILL

151
Foreperson

ANDRÉ BIROTTE JR.
United States Attorney



ROBERT E. DUGDALE
Assistant United States Attorney
Chief, Criminal Division

SCOTT GARRINGER
Assistant United States Attorney
Chief, General Crimes Section

RUTH C. PINKEL
Assistant United States Attorney
Deputy Chief, General Crimes Section

MICHAEL DORE
Assistant United States Attorney
General Crimes Section

8

1 ANDRÉ BIROTTE JR.
 United States Attorney
 2 ROBERT E. DUGDALE
 Assistant United States Attorney
 3 Chief, Criminal Division
 MICHAEL DORE (California Bar No. 227442)
 4 Assistant United States Attorney
 1500 United States Courthouse
 5 312 North Spring Street
 Los Angeles, California 90012
 6 Telephone: (213) 894-0721
 Facsimile: (213) 894-0141
 7 Email: michael.dore@usdoj.gov

8 Attorney for Plaintiff
 United States of America
 9

10
 11 UNITED STATES DISTRICT COURT
 12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,) CR No. 12-00232-SJO
 14)
 Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
 15) RONALD GENE ANGLIN
 v.)
 16)
 RONALD GENE ANGLIN,)
 17)
 Defendant.)
 18)
 19

20 1. This constitutes the plea agreement between RONALD GENE
 21 ANGLIN ("defendant") and the United States Attorney's Office for
 22 the Central District of California ("the USAO") in the above-
 23 captioned case. This agreement is limited to the USAO and cannot
 24 bind any other federal, state, local, or foreign prosecuting,
 25 enforcement, administrative, or regulatory authorities.

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:

28 a) At the earliest opportunity requested by the USAO

1 and provided by the Court, appear and plead guilty to count three
2 of the indictment in United States v. Ronald Gene Anqlin, CR No.
3 12-00232-SJO, which charges defendant with mail fraud in
4 violation of 18 U.S.C. § 1341.

5 b) Not contest facts agreed to in this agreement.

6 c) Abide by all agreements regarding sentencing
7 contained in this agreement.

8 d) Appear for all court appearances, surrender as
9 ordered for service of sentence, obey all conditions of any bond,
10 and obey any other ongoing court order in this matter.

11 e) Not commit any crime; however, offenses that would
12 be excluded for sentencing purposes under United States
13 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")
14 § 4A1.2(c) are not within the scope of this agreement.

15 f) Be truthful at all times with Pretrial Services, the
16 United States Probation Office, and the Court.

17 g) Pay the applicable special assessment at or before
18 the time of sentencing unless defendant lacks the ability to pay
19 and prior to sentencing submits a completed financial statement
20 on a form to be provided by the USAO.

21 h) Make restitution of at least \$14,000 at or before
22 the time of sentencing (with the balance to be paid according to
23 a payment schedule ordered by the Court), and not seek the
24 discharge of any restitution obligation, in whole or in part, in
25 any present or future bankruptcy proceeding.

26 THE USAO'S OBLIGATIONS

27 3. The USAO agrees to:
28

1 a) Not contest facts agreed to in this agreement.

2 b) Abide by all agreements regarding sentencing
3 contained in this agreement.

4 c) At the time of sentencing, move to dismiss the
5 remaining counts of the indictment as against defendant.

6 Defendant agrees, however, that at the time of sentencing the
7 Court may consider any dismissed charges in determining the
8 applicable Sentencing Guidelines range, the propriety and extent
9 of any departure from that range, and the sentence to be imposed.

10 d) At the time of sentencing, provided that defendant
11 demonstrates an acceptance of responsibility for the offense up
12 to and including the time of sentencing, recommend a two-level
13 reduction in the applicable Sentencing Guidelines offense level,
14 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary,
15 move for an additional one-level reduction if available under
16 that section.

17 e) With respect to count three, recommend that
18 defendant be sentenced to a term of imprisonment no higher than
19 the low end of the applicable Sentencing Guidelines range.
20 For purposes of this agreement, the low end of the Sentencing
21 Guidelines range is that defined by the Sentencing Table in
22 U.S.S.G. Chapter 5, Part A, without regard to reductions in the
23 term of imprisonment that may be permissible through the
24 substitution of community confinement or home detention as a
25 result of the offense level falling within Zone B or Zone C of
26 the Sentencing Table.

27

28

1 the victim(s) of the offenses to which defendant is pleading
2 guilty and in amounts greater than those alleged in the count to
3 which defendant is pleading guilty. In particular, defendant
4 agrees that the Court may order restitution to any victim of any
5 of the following for any losses suffered by that victim as a
6 result: (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3,
7 in connection with the offense to which defendant is pleading
8 guilty pursuant to this agreement as well as all relevant
9 conduct, as defined in U.S.S.G. § 1B1.3, in connection with that
10 count. This relevant conduct includes \$66,000 that defendant
11 took from investment accounts belonging to J.C. and \$7,000 that
12 defendant took from an investment account belonging to L.L. as
13 part of the same scheme. The parties thus currently believe that
14 the applicable amount of restitution is approximately \$73,000,
15 but recognize and agree that this amount could change based on
16 facts that come to the attention of the parties prior to
17 sentencing.

18 7. Defendant understands that supervised release is a
19 period of time following imprisonment during which defendant will
20 be subject to various restrictions and requirements. Defendant
21 understands that if defendant violates one or more of the
22 conditions of any supervised release imposed, defendant may be
23 returned to prison for all or part of the term of supervised
24 release authorized by statute for the offense that resulted in
25 the term of supervised release, which could result in defendant
26 serving a total term of imprisonment greater than the statutory
27 maximum stated above.

28

1 8. Defendant understands that, by pleading guilty,
2 defendant may be giving up valuable government benefits and
3 valuable civic rights, such as the right to vote, the right to
4 possess a firearm, the right to hold office, and the right to
5 serve on a jury. Defendant understands that once the court
6 accepts defendant's guilty plea, it will be a federal felony for
7 defendant to possess a firearm or ammunition. Defendant
8 understands that the conviction in this case may also subject
9 defendant to various other collateral consequences, including but
10 not limited to revocation of probation, parole, or supervised
11 release in another case and suspension or revocation of a
12 professional license. Defendant understands that unanticipated
13 collateral consequences will not serve as grounds to withdraw
14 defendant's guilty plea.

15 9. Defendant understands that, if defendant is not a
16 United States citizen, the felony conviction in this case may
17 subject defendant to: removal, also known as deportation, which
18 may, under some circumstances, be mandatory; denial of
19 citizenship; and denial of admission to the United States in the
20 future. The court cannot, and defendant's attorney also may not
21 be able to, advise defendant fully regarding the immigration
22 consequences of the felony conviction in this case. Defendant
23 understands that unexpected immigration consequences will not
24 serve as grounds to withdraw defendant's guilty plea.

25 FACTUAL BASIS

26 10. Defendant admits that defendant is, in fact, guilty of
27 the offense to which defendant is agreeing to plead guilty.
28 Defendant and the USAO agree to the statement of facts provided

1 below and agree that this statement of facts is sufficient to
2 support a plea of guilty to the charge described in this
3 agreement and to establish the Sentencing Guidelines factors set
4 forth in paragraph 12 below but is not meant to be a complete
5 recitation of all facts relevant to the underlying criminal
6 conduct or all facts known to either party that relate to that
7 conduct.

8 Beginning on or about October 8, 2009, and continuing
9 through on or about December 20, 2010, in Los Angeles County,
10 within the Central District of California, and elsewhere,
11 defendant knowingly and with intent to defraud, devised,
12 participated in, and executed a scheme and artifice to defraud
13 several of his clients as to material matters, and to obtain
14 money and property from them by means of material false and
15 fraudulent pretenses, representations, and promises, and the
16 concealment of material facts.

17 Defendant was a financial advisor at Merrill, Lynch, Pierce,
18 Fenner & Smith, Inc. ("Merrill Lynch") within the Central
19 District of California from on or about September 26, 2008 to
20 May 19, 2011. During that time, he managed investment accounts
21 for several clients, including one woman with the initials J.Co.
22 In or around 2010, defendant executed a scheme whereby he forged
23 letters of authorization purportedly from J.Co. to Merrill Lynch
24 that requested the disbursement of J.Co.'s funds from her Merrill
25 Lynch accounts to be sent by the United States Postal Service or
26 a commercial interstate carrier to addresses that defendant
27 specified in the forged letters of authorization.

28

1 Pursuant to the forged letters of authorization, which
2 Merrill Lynch relied upon as genuine, the checks that defendant
3 caused to be mailed from J.Co.'s accounts at Merrill Lynch were
4 made payable to people or entities that had no connection to the
5 addresses to which he had the checks sent. When the checks
6 arrived at those addresses, defendant Anglin picked up the checks
7 or had them brought either to him or to others acting under his
8 instructions. Those checks from J.Co.'s accounts at Merrill
9 Lynch then would be deposited in bank accounts under defendant's
10 control or the control of someone in his wife's family for their
11 use.

12 In one specific instance, on or about December 20, 2010,
13 defendant forged a letter of authorization from J.Co. to
14 defendant at Merrill Lynch without J.Co.'s knowledge that asked
15 for a \$30,000 check to be processed from one of J.Co.'s accounts
16 (XXX-X1109) and mailed to an address in Santa Clarita,
17 California. That address belonged to a married couple who were
18 also defendant's clients, but otherwise had no connection to
19 J.Co. Defendant told the husband of the married couple who
20 received the check on or about December 31, 2010, whose initials
21 are R.B., that the envelope was mailed there accidentally (though
22 defendant knew that was false) and that R.B. should bring it to
23 defendant's wife. R.B. then brought the envelope containing the
24 \$30,000 check to defendant's wife per defendant's instructions,
25 and the check was subsequently deposited in a bank account of one
26 of defendant's wife's relatives for defendant's use.

27 Defendant applied the same forged-authorization scheme and
28 use of the mails on or about February 26, 2010 to fraudulently

1 obtain a \$10,000 check from J.Co.'s Merrill Lynch accounts
2 without her permission or knowledge, and on or about November 9,
3 2010 to fraudulently obtain a \$26,000 check from J.Co.'s Merrill
4 Lynch accounts without her permission or knowledge. In addition,
5 as part of the same course of conduct and common scheme and plan,
6 defendant used the mails on or about October 8, 2009 to
7 fraudulently obtain \$13,000 from a Merrill Lynch investment
8 account belonging to one of defendant's clients with the initials
9 D.M., and on or about September 9, 2010 to fraudulently obtain
10 \$7,000 from a Merrill Lynch investment account belonging to one
11 of defendant's clients with the initials L.L.

12 Defendant paid back D.M. the \$13,000 that he took from her,
13 but he did not pay back the \$66,000 that he took from J.Co. or
14 the \$7,000 that he took from L.L. Thus, the amount of loss that
15 defendant intended by his scheme was no less than \$86,000. The
16 amount of actual loss that defendant caused through his scheme,
17 which defendant agrees to promptly reimburse via restitution,
18 was \$73,000 (that is, \$66,000 belonging to J.Co. and \$7,000
19 belonging to L.L.).

20 SENTENCING FACTORS

21 11. Defendant understands that in determining defendant's
22 sentence the Court is required to calculate the applicable
23 Sentencing Guidelines range and to consider that range, possible
24 departures under the Sentencing Guidelines, and the other
25 sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant
26 understands that the Sentencing Guidelines are advisory only,
27 that defendant cannot have any expectation of receiving a
28

1 sentence within the calculated Sentencing Guidelines range, and
2 that after considering the Sentencing Guidelines and the other
3 § 3553(a) factors, the Court will be free to exercise its
4 discretion to impose any sentence it finds appropriate up to the
5 maximum set by statute for the crime of conviction.

6 12. Defendant and the USAO agree to the following
7 applicable Sentencing Guidelines factors:

8 Base Offense Level : 7 [U.S.S.G. § 2B1.1(a)(1)]

9 Specific Offense
10 Characteristics

11 [Loss Amount
Between \$70,001
and \$120,000]

12 : +8 [U.S.S.G. §
2B1.1(b)(1)(E)]

13 Defendant and the USAO reserve the right to argue that additional
14 specific offense characteristics, adjustments, and departures
15 under the Sentencing Guidelines are appropriate. Defendant
16 understands, for example, that the government presently intends
17 to argue that one or more specific offense characteristics and
18 upward adjustments apply to the calculation of defendant's total
19 offense level that are not listed above.

20 13. Defendant understands that there is no agreement as to
21 defendant's criminal history or criminal history category.

22 14. Defendant and the USAO reserve the right to argue for a
23 sentence outside the sentencing range established by the
24 Sentencing Guidelines based on the factors set forth in 18 U.S.C.
25 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

26 WAIVER OF CONSTITUTIONAL RIGHTS

27 15. Defendant understands that by pleading guilty,
28 defendant gives up the following rights:

1 a) The right to persist in a plea of not guilty.

2 b) The right to a speedy and public trial by jury.

3 c) The right to be represented by counsel - and if
4 necessary have the court appoint counsel - at trial. Defendant
5 understands, however, that, defendant retains the right to be
6 represented by counsel - and if necessary have the court appoint
7 counsel - at every other stage of the proceeding.

8 d) The right to be presumed innocent and to have the
9 burden of proof placed on the government to prove defendant
10 guilty beyond a reasonable doubt.

11 e) The right to confront and cross-examine witnesses
12 against defendant.

13 f) The right to testify and to present evidence in
14 opposition to the charges, including the right to compel the
15 attendance of witnesses to testify.

16 g) The right not to be compelled to testify, and, if
17 defendant chose not to testify or present evidence, to have that
18 choice not be used against defendant.

19 h) Any and all rights to pursue any affirmative
20 defenses, Fourth Amendment or Fifth Amendment claims, and other
21 pretrial motions that have been filed or could be filed.

22 WAIVER OF VENUE

23 16. Having been fully advised by defendant's attorney
24 regarding the requirements of venue with respect to the offense
25 to which defendant is pleading guilty, to the extent the offense
26 to which defendant is pleading guilty was committed, begun, or
27 completed outside the Central District of California, defendant
28 knowingly, voluntarily, and intelligently waives, relinquishes,

1 and gives up: (a) any right that defendant might have to be
2 prosecuted only in the district where the offense to which
3 defendant is pleading guilty was committed, begun, or completed;
4 and (b) any defense, claim, or argument defendant could raise or
5 assert based upon lack of venue with respect to the offense to
6 which defendant is pleading guilty.

7 WAIVER OF APPEAL OF CONVICTION

8 17. Defendant understands that, with the exception of an
9 appeal based on a claim that defendant's guilty plea was
10 involuntary, by pleading guilty defendant is waiving and giving
11 up any right to appeal defendant's conviction on the offense to
12 which defendant is pleading guilty.

13 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

14 18. Defendant agrees that, provided the Court imposes a
15 total term of imprisonment on all counts of conviction of no more
16 than 24 months, defendant gives up the right to appeal all of the
17 following: (a) the procedures and calculations used to determine
18 and impose any portion of the sentence; (b) the term of
19 imprisonment imposed by the Court; (c) the fine imposed by the
20 court, provided it is within the statutory maximum; (d) the
21 amount and terms of any restitution order, provided it requires
22 payment of no more than \$73,000; (e) the term of probation or
23 supervised release imposed by the Court, provided it is within
24 the statutory maximum; and (f) any of the following conditions of
25 probation or supervised release imposed by the Court: the
26 conditions set forth in General Orders 318, 01-05, and/or 05-02
27 of this Court; the drug testing conditions mandated by 18 U.S.C.

28

1 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use
2 conditions authorized by 18 U.S.C. § 3563(b)(7).

3 19. The USAO agrees that, provided (a) all portions of the
4 sentence are at or below the statutory maximum specified above
5 and (b) the Court imposes a term of imprisonment of no less than
6 18 months, the USAO gives up its right to appeal any portion of
7 the sentence, with the exception that the USAO reserves the right
8 to appeal the following: (a) the amount of restitution ordered if
9 that amount is less than \$73,000.

10 RESULT OF WITHDRAWAL OF GUILTY PLEA

11 20. Defendant agrees that if, after entering a guilty plea
12 pursuant to this agreement, defendant seeks to withdraw and
13 succeeds in withdrawing defendant's guilty plea on any basis
14 other than a claim and finding that entry into this plea
15 agreement was involuntary, then the USAO will be relieved of all
16 of its obligations under this agreement.

17 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 21. Defendant agrees that if the count of conviction is
19 vacated, reversed, or set aside, both the USAO and defendant will
20 be released from all their obligations under this agreement.

21 EFFECTIVE DATE OF AGREEMENT

22 22. This agreement is effective upon signature and
23 execution of all required certifications by defendant,
24 defendant's counsel, and an Assistant United States Attorney.
25
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1 c) Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a
3 hearing occurred prior to the breach); (ii) the agreed to factual
4 basis statement in this agreement; and (iii) any evidence derived
5 from such statements, shall be admissible against defendant in
6 any such action against defendant, and defendant waives and gives
7 up any claim under the United States Constitution, any statute,
8 Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the
9 Federal Rules of Criminal Procedure, or any other federal rule,
10 that the statements or any evidence derived from the statements
11 should be suppressed or are inadmissible.

12 COURT AND PROBATION OFFICE NOT PARTIES

13 25. Defendant understands that the Court and the United
14 States Probation Office are not parties to this agreement and
15 need not accept any of the USAO's sentencing recommendations or
16 the parties' agreements to facts or sentencing factors.

17 26. Defendant understands that both defendant and the USAO
18 are free to: (a) supplement the facts by supplying relevant
19 information to the United States Probation Office and the Court,
20 (b) correct any and all factual misstatements relating to the
21 Court's Sentencing Guidelines calculations and determination of
22 sentence, and (c) argue on appeal and collateral review that the
23 Court's Sentencing Guidelines calculations and the sentence it
24 chooses to impose are not error, although each party agrees to
25 maintain its view that the calculations in paragraph 12 are
26 consistent with the facts of this case. While this paragraph
27 permits both the USAO and defendant to submit full and complete
28 factual information to the United States Probation Office and the

1 Court, even if that factual information may be viewed as
2 inconsistent with the facts agreed to in this agreement, this
3 paragraph does not affect defendant's and the USAO's obligations
4 not to contest the facts agreed to in this agreement.

5 27. Defendant understands that even if the Court ignores
6 any sentencing recommendation, finds facts or reaches conclusions
7 different from those agreed to, and/or imposes any sentence up to
8 the maximum established by statute, defendant cannot, for that
9 reason, withdraw defendant's guilty plea, and defendant will
10 remain bound to fulfill all defendant's obligations under this
11 agreement. Defendant understands that no one -- not the
12 prosecutor, defendant's attorney, or the Court -- can make a
13 binding prediction or promise regarding the sentence defendant
14 will receive, except that it will be within the statutory
15 maximum.

16 NO ADDITIONAL AGREEMENTS

17 28. Defendant understands that, except as set forth herein,
18 there are no promises, understandings, or agreements between the
19 USAO and defendant or defendant's attorney, and that no
20 additional promise, understanding, or agreement may be entered
21 into unless in a writing signed by all parties or on the record
22 in court.

23 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

24 29. The parties agree that this agreement will be
25 considered part of the record of defendant's guilty plea hearing

26 //

27 //

28 //

1 as if the entire agreement had been read into the record of the
2 proceeding.

3 AGREED AND ACCEPTED

4 UNITED STATES ATTORNEY'S OFFICE
5 FOR THE CENTRAL DISTRICT OF CALIFORNIA

6 ANDRÉ BIROTTE JR.
7 United States Attorney



8/24/12

8 MICHAEL DORE
9 Assistant United States Attorney

Date

10 
11 RONALD GENE ANGLIN *modified agreement*
12 Defendant

08/23/2012

Date

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14 RONALD RICHARDS
15 Attorney for Defendant
16 Ronald Gene Anglin

Date

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1 as if the entire agreement had been read into the record of the
2 proceeding.

3 AGREED AND ACCEPTED

4 UNITED STATES ATTORNEY'S OFFICE
5 FOR THE CENTRAL DISTRICT OF CALIFORNIA

6 ANDRÉ BIROTTE JR.
7 United States Attorney

8 _____
9 MICHAEL DORE
10 Assistant United States Attorney

_____ Date

11 _____
12 RONALD GENE ANGLIN
13 Defendant

_____ Date

14 /s Ronald Richards

08/23/12


15 _____
16 RONALD RICHARDS
17 Attorney for Defendant
18 Ronald Gene Anglin

_____ Date

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CERTIFICATION OF DEFENDANT

1
2 I have read this agreement in its entirety. I have had
3 enough time to review and consider this agreement, and I have
4 carefully and thoroughly discussed every part of it with my
5 attorney. I understand the terms of this agreement, and I
6 voluntarily agree to those terms. I have discussed the evidence
7 with my attorney, and my attorney has advised me of my rights, of
8 possible pretrial motions that might be filed, of possible
9 defenses that might be asserted either prior to or at trial, of
10 the sentencing factors set forth in 18 U.S.C. § 3553(a), of
11 relevant Sentencing Guidelines provisions, and of the
12 consequences of entering into this agreement. No promises,
13 inducements, or representations of any kind have been made to me
14 other than those contained in this agreement. No one has
15 threatened or forced me in any way to enter into this agreement.
16 I am satisfied with the representation of my attorney in this
17 matter, and I am pleading guilty because I am guilty of the
18 charges and wish to take advantage of the promises set forth in
19 this agreement, and not for any other reason.

20
21 
22 RONALD GENE ANGLIN
Defendant

21 08/04/2012
Date

23 (Modified agreement)
24
25
26
27
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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Ronald Gene Anglin's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

/s Ronald Richards, Esq.

8-23-12

RONALD RICHARDS
Attorney for Defendant
Ronald Gene Anglin

Date

9

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

Case No. CR 12-00232 SJO Date October 4, 2012

Present: The Honorable S. James Otero, United States District Judge

Interpreter N/A

<u>Christine Chung</u>	<u>Margarita Ramirez</u>	<u>Michael H. Dore</u>
<i>Deputy Clerk</i>	<i>Court Reporter/Recorder, Tape No.</i>	<i>Assistant U.S. Attorney</i>

<u>U.S.A. v. Defendant(s):</u>	<u>Present</u>	<u>Cust.</u>	<u>Bond</u>	<u>Attorneys for Defendants:</u>	<u>Present</u>	<u>App.</u>	<u>Ret.</u>
Ronald Gene Anglin	xx		xx	Ronald N. Richards, retained	xx		xx

Proceedings: CHANGE OF PLEA TO COUNT THREE OF THE INDICTMENT

Case called. Hearing held.

Defendant is placed under oath.

Court advises the defendant that he has been placed under oath, and that if he answers his questions falsely that he could be later prosecuted for perjury, or for making a false statement. Court also advises the defendant that he has the right to remain silent but that by entering a guilty plea he will be incriminating himself. Defendant indicates that he has discussed the right against self-incrimination with his counsel, and that he freely and voluntarily waives these rights. Counsel concurs in the waiver.

Defendant states his true name as Ronald Gene Anglin.

Defendant indicates that he has not been treated for any mental illness or addiction to narcotics. Defendant indicates that he has not taken medication for his medical conditions. Defendant indicates that he has not consumed any alcohol within the last 72 hours. Defendant indicates that he drove to Court today, and his mind is clear enough to proceed in his plea. Defendant does not suffer from any mental or physical condition that could affect his plea. Counsel concurs that defendant is competent and in full possession of his faculties to enter a guilty plea at this time. The Court finds that the defendant is in full possession of his faculties.

The Court advises the defendant of certain constitutional rights: the right to a speedy and public trial; the right to be tried by a jury, alternatively, the right to waive a jury trial and be tried by the court. In either case the right to persist in a not guilty plea and have the right to have the

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

government prove his guilty beyond a reasonable doubt; the right to be represented by an attorney throughout the proceedings. And, if he cannot afford an attorney, that one will be appointed free of charge; the right to confront and cross-examine all witnesses called to testify against him; the right to present witnesses and evidence on his behalf, and to have witnesses subpoenaed to testify; right against self incrimination (right to remain silent). However, by entering a plea of guilty that he will be waiving this right because he would be in fact incriminating himself; the right to testify on his own behalf, but not be compelled to testify or to incriminate himself. Defendant acknowledges that he has discussed these rights with his counsel and that he freely, voluntarily and expressly waives these rights. Counsel joins in the waivers.

Government counsel places elements of charges on the record and advises the defendant of the mandatory minimum and the statutory maximum sentence. The defendant is also advised that if he is given a term of imprisonment that afterwards he will be subject to supervised release and that if he violates the terms and conditions of supervised release that he can be given additional time in prison. Defendant acknowledges he understands the elements of the offense, the penalties that could be imposed, and the provisions of supervised release, and that he has discussed these issues with his counsel.

The Court advises the defendant of collateral consequences. Defendant acknowledges that he understands the consequences. Defendant states that he is a United States Citizen.

Court advises the defendant that if it does not agree with the stipulation made in the plea agreement that the defendant will have an opportunity to withdraw his plea and proceed to trial, or to withdraw his plea and negotiate a new plea agreement with the government, or to go forward with sentencing based on the Court's discretion.

Court advises defendant that if he is given a term of imprisonment that afterwards he will be subject to supervised release and that if he violates the terms and conditions of supervised release that he can be given additional time in prison.

The Court advises the defendant that the Court will consider the sentencing guidelines and that the guidelines are not mandatory but advisory only. Defendant acknowledges that he has reviewed the guidelines with his counsel. The Court retains discretion in sentencing.

Defendant acknowledges that he signed the plea agreement. Defendant indicates that the date of his signature on page 18 is an error, and that he signed page 18 on August 23, 2012, the same day he signed page 17. Defendant indicates that the writing "modified agreement" next to his signature on the plea agreement is defendant's note to himself to keep track of the agreement.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

Defendant acknowledges that he understands the plea agreement. Defendant acknowledges that he has reviewed the plea agreement with his counsel. Defendant acknowledges that he understands the terms and conditions of the plea agreement. The Court reviews certain portions of the plea agreement. The defendant acknowledges the factual basis in the plea agreement is true and correct. The Court reviews sentencing factors. The Court reviews the limited mutual waiver of appeal and collateral attack. The Court advises the defendant that the plea agreement is not binding on the Court.

Court advises the defendant of the loss of certain civil rights with the entry of a guilty plea.

Defendant indicates that no promises have been made in exchange for a plea of guilty or that no one has made any threat, or used force against him or his family to enter guilty plea. Defendant enters plea freely and voluntarily.

Government counsel places evidence of facts and the offer of proof of this case on the record. Defendant acknowledges facts to be true and correct except to one aspect. The Defendant indicates that the victim signed the authorization, and that he did not forge the victim's signature. Nevertheless, defendant acknowledges that his intent was to defraud the victim.

Defendant's counsel indicates that he has reviewed all the discovery that has been provided by the government, and that he has reviewed the facts of the case and the discovery with the defendant. Additionally, that he has explored any possible defense with his client and that he believes there is a factual basis for the plea, and that it is in his client's best interests to enter a guilty plea.

The Court advises the defendant that he may have the obligation to make restitution and that his employment may be restricted at the time of sentencing.

Defendant enters a plea of guilty to 18 U.S.C. § 1341 as charged in count three of the Indictment. The Court incorporates plea agreement with plea.

The Court questioned the defendant regarding his plea of Guilty and finds it knowledgeable and voluntary and orders the plea accepted and entered.

Court and counsel confer regarding defendant's medical condition. The sentencing in this matter shall be continued 6 months.

///

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

The Court refers the defendant to the Probation Office for investigation and report and continues the matter to **Monday, March 25, 2013 @ 9:00 a.m. for sentencing.**

Position papers shall be filed by March 11, 2013.

The Court vacates the trial date as to this defendant.

Initials of Deputy Clerk 0 : 36
cch

10

EXHIBIT A

03/05/2013 23:40 0623663806

PAGE 00/01

3/3/2013

TYPED COPY

Josephine Comey

[REDACTED]

[REDACTED]

91351

Honorable Judge S. James Otero
U.S Attorney's Office, Victim Witness Program
312 North Spring Street, Ste.1700
Los Angeles, CA, 90012

Via FAX to 213-534-7375

Victim Impact Statement in the case of U.S. v Ronald Gene Anglin, Court Docket Number: CR12-232

To the Honorable Court:

My name is Josephine Comey, (age 90) and I am the primary victim of Ronald Anglin. I have known Ron for many years but last had contact with him in May 2011 when his thefts were discovered. I met him when he was working as a financial adviser at my Citibank branch and chose him as my financial adviser. Ron seemed like a nice man and I trusted him. He came to my house a few times a year. I listened to his recommendations on where to put my investments. I don't know much about finances and since he had been my consultant for years I thought I could trust him.

I even paid him to do my taxes in 2011 not realizing he should not be doing this for me. I guess that was how he hid this income with out having an honest tax person ask questions. Maybe someone else would have caught on then.

(b)

03/05/2013 12:43 PM 0020000000

PAGE 3 OF 85

I was shocked when a debit card came in my name and my son who has been overseas then discovered that Ron had opened an account without my permission with a person I didn't know. When my son explained it to me I kept saying it must be a mistake and that Ron would not do such a thing! That was just the beginning of what I found out! I discovered that forged three separate checks between Feb and 2010 and Dec 2010, a total of \$66,000!!!

That was a quarter of my Life Savings. It may not seem like much to some people but it is everything I have. He is a dishonest, greedy man! He could have stolen all my life savings if he had not been found out. It still upsets me so much. I sometimes still cry about it

What he did was horrible and hurt me so much. I trusted him, welcomed him into my home and in turn he treated me like a fool. I wouldn't be surprised if was stealing from other elderly customers who also trusted him. He deserves to go to prison for the laws he broke and the distress he caused me and my family.

Sincerely,
Josephine Comey

TYPED by Roxanne Comey for easier reading

Hand written original and typed copy FAXED

03/03/2013 23:40 5523663806

PAGE 01/01

United States v. Ronald Anglin Criminal Case Number: 2011 R02129
Name of Victim: Josephine L. Corney Docket# 12-CR-00232
Date of Sentencing: MAR 25, 2013

VICTIM IMPACT STATEMENT/FINANCIAL CRIME

How have you and members of your family been affected by this crime? This may include both how you felt immediately after the crime and/or how you felt after some time has passed.

My name is Josephine Corney and I am a victim of Ronald Anglin. I have known Ron for many years but lost his contract with him in May 2011 when his thefts were discovered. I met him when he was working as a financial adviser at my Citibank branch and chose him to be my financial adviser for some time.

Please continue this statement on an additional sheet of paper if you wish. **SEE ATTACHED**

Have you initiated a bankruptcy action as a result of the alleged crime? Yes No If yes, please state the case name, court location, docket number, and status of the case.

Have you or members of your family received counseling or therapy as a result of this crime? Please explain.

No

Have you filed a civil suit against the defendant(s)? If yes, please list the case name, court location, docket number and current status of the case.

No

(1)

03/05/2013 23:48 5623663806

PAGE 02/01

... the man who I trusted him to
come to my house a few times a year.
I listened to his recommendations on where
to put my investments. I don't know much
about finances and since he had been my
consultant for years. I thought I could
trust him.

I even paid him to do my taxes in 2011
not realizing he should not be doing this
for me. I guess that was how he did this
income on my taxes with out having any
honest tax person asking questions. Maybe
someone else would have caught on there.

I was shocked when a debit card
came in my name and my son who had
been overseas then discovered that Ron had
opened an account without my permission with
a person I didn't know. When my son
explained it to me, I kept saying it must
be a mistake and that Ron would not do
such a thing! That was just the beginning of
what I found out! He discovered that I had
three separate checks between Feb and 20/0
and Dec 2010, a total of \$66,000!!!

JOSEPHINE COMEY

5623663806

97%

(2)
P.02

MAR-04-2013 00:42

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PAGE 03/01

That was a quarter of my life savings
It may not seem like much to some
people, but it is everything I have. He
is a dishonest, greedy man! He could
easily have stolen all of my savings if
he had not been found out. He still
respects me so much, I sometimes still
cry about it.

What he did was horrible and hurt
me so much. I trusted him, welcomed ^{him}
him into my home and in turn he treated
me like a fool. I wouldn't be surprised
if he was stealing from other elderly
customers who also trusted him. He deserves
to go to prison for the laws he broke and
the distress he caused me and my family.

Sincerely
Josephine Comey

Josephine Comey

(3)

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PAGE 04/01

VICTIM IMPACT STATEMENT/FINANCIAL CRIME PAGE 2

Have you received any money or assets from the defendant(s) as a result of this litigation?
 Yes No If yes, how much? (Attach verification)

Do you relate to people differently since the crime? Please explain. yes - I'm now suspicious of people I meet.

Has the crime affected your family's livelihood and lifestyle? Please explain.

Have you experienced any of the following reactions to the crime:
PLEASE REALIZE THESE ARE NORMAL REACTIONS TO A TRAUMATIC EVENT OR SITUATION.

- Anger Anxiety Fear Grief Guilt Numb Chronic Fatigue
- Sleep Loss Nightmares Appetite Change Unsafe Uncontrolled Crying
- Trouble Concentrating Repeated Memory of Crime Depression

Please describe any other feelings you have had in response to the crime which you would like to share with the Judge. These may be either feelings you felt immediately after the crime or those you still feel.

afraid to meet him when I'm out.

Do you feel the defendant(s) is or will be a threat to you, your family or the community?

Yes No Please explain.

Afraid for other person and their money.

What else would you like the Judge to know about the defendant(s), or your situation as a result of the crime?

Josephine Comey

(4)

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PAGE 03/07

VICTIM IMPACT STATEMENT/FINANCIAL CRIME P. 3

1. Please list your actual financial losses from this crime. List only those items for which you have not been or do not expect to be repaid. Please attach receipts or other records whenever possible. (Use additional paper if needed.)

Not sure

TOTAL ACTUAL LOSS..... \$ _____

2. Please list any amounts of money that have already been repaid by the defendant(s) in response to this crime.

3. Was any income lost as a result of the crime? If so, please state reason for the loss of income and estimate the total dollar amount lost. Indicate how your loss was calculated.

4. Have you been assessed any additional taxes, penalties or interest by the federal government as a result of this case? If yes, please explain.

5. If you have suffered any other expenses as a result of this crime, please list them below. Include such items as counseling, medical bills, etc. Please be specific and attach copies of receipts if possible.

Print Name: Josephine L. Corney

Signature: Josephine L. Corney

Phone: (h) [REDACTED] (wk) _____

e-mail: _____

Date: 3/3/2013

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

Case No. CR 12-00232 SJO Date March 25, 2013

Present: The Honorable S. James Otero

Interpreter Not required

<u>Victor Paul Cruz</u>	<u>Margarita Ramirez</u>	<u>Michael H. Dore</u>
<i>Deputy Clerk</i>	<i>Court Reporter/Recorder, Tape No.</i>	<i>Assistant U.S. Attorney</i>

<u>U.S.A. v. Defendant(s):</u>	<u>Present</u>	<u>Cust.</u>	<u>Bond</u>	<u>Attorneys for Defendants:</u>	<u>Present</u>	<u>App.</u>	<u>Ret.</u>
Ronald Gene Anglin	xx	xx		Ronald N. Richard	xx		xx

Proceedings: SENTENCING

Hearing held.

In preparation for this proceeding the Court has reviewed the following documents: The Plea Agreement [13] filed 8/24/12. The Court notes that the defendant entered into a limited waiver of appeal if the Court imposes a sentence of no more than 24 months. The presentence report (PSR) disclosed on 02/12/13, and the confidential letter recommendation. Government's sentencing position [18] filed 03/05/13. The government indicates that in the PSR the Probation Office has calculated the total offense level of 18 based on the following calculation: a base offense level of 7 pursuant to U.S.S.G. § 2B1.1(a)(1), plus an additional 8 levels based on a loss of between \$70,000 and \$120,000 pursuant to U.S.S.G. § 2B1.1(b)(1)(E), plus an additional 4 levels based on the offense involving a violation of securities law pursuant to U.S.S.G. § 2B1.1(b)(18), plus an additional 2 levels due to the existence of a vulnerable victim pursuant to U.S.S.G. § 3A1.1(b)(1), minus 3 levels for acceptance of responsibility under U.S.S.G. § 3E1.1(a), (b). The government concurs in the PSR's analysis of the calculation of the offense level. The government also concurs with the PSR's determination that defendant has no criminal convictions and thus no criminal history points, resulting in a criminal history category of I. The government concurs in the findings and calculations contained in the PSR, and agrees that the applicable Sentencing Guideline range for defendant in this case is 27 to 33 months imprisonment. The government recommends a sentence of 27 months imprisonment. Defendant's objection to the PSR [17] filed 2/26/13. Defendant has objected to **Paragraph 36** - to the four level enhancement pursuant to U.S.S.G. § 2B1.1(b)(1)(18). The enhancement applies if there was a violation of securities law by an investment advisor pursuant to 15 U.S.C. § 80b-6.; **Paragraph 37** - The PSR reflects an enhancement for U.S.S.G. §3A1.1(b)(1). For purposes of subsection (b), "vulnerable victim" means a person (A) who is a victim of the offense of conviction and any conduct for which the defendant is accountable under 1.3 (Relevant Conduct); and (B) who is unusually vulnerable

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

due to age, physical or mental condition, or who is otherwise particularly susceptible to the criminal conduct.; and **Paragraph 114** - The probation officer recognized the application of U.S.S.G. § 5H1.4. However, it understates the severity of the defendant's physical condition. Defendant's sentencing position [19] filed 3/11/13. Defendant request a non-custodial sentence based on stated objections and defendant's physical condition. Government's response to Supplemental Information [21] filed 3/15/13. The government modifies its calculation of the Sentencing Guidelines and its recommendation based on the unique fact and circumstances of this case. The government revises its calculation of the applicable Sentencing Guideline calculation to be 16: a base offense level of 7 pursuant to U.S.S.G. § 2B1.1(a)(1), plus an additional 8 levels based on a loss of between \$70,000 and \$120,000 pursuant to U.S.S.G. § 2B1.1(b)(1)(E), plus an additional 2 levels based on the offense involving an abuse of 20 position of trust or use of special skill pursuant to U.S.S.G. 21 § 3B1.3; plus an additional 2 levels due to the existence of a 22 vulnerable victim pursuant to U.S.S.G. § 3A1.1(b) (1); minus 3 levels for acceptance of responsibility under U.S.S.G. § 3E1.1(a), (b). Given defendant's lack of any criminal history, the resulting advisory sentencing guideline is 21 to 27 months. The government revises its custody recommendation accordingly; that is, 21 months imprisonment instead of 27 months imprisonment.

The defendant acknowledges that he has reviewed the PSR and the addendum with his counsel.

Counsel argue.

The defendant exercises his right of allocution.

Having considered both the sentencing factors enumerated at 18 U.S.C. § 3553(a) and the advisory guideline range of 21 to 27 months based upon an offense level of 14 and a criminal history category of I, the Court imposes the following sentence.

It is ordered that the defendant shall pay to the United States a special assessment of \$100, which is due immediately.

Defendant shall pay restitution in the total amount of \$73,000 pursuant to 18 U.S.C. § 3663A, to victims as set forth in a separate victim list prepared by the probation office which this Court adopts and which reflects the Court's determination of the amount of restitution due to each victim. The victim list, which shall be forwarded to the fiscal section of the clerk's office, shall remain confidential to protect the privacy interests of the victims.

A partial payment of at least \$14,000 shall be paid immediately. The defendant shall make nominal monthly payments of at least 10% of defendant's gross monthly income, but not less than \$250, whichever is greater, during the term of probation. These payments shall begin 30 days after the date of this judgment. Nominal restitution payments are ordered as the court finds that the

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

defendant's economic circumstances do not allow for either immediate or future payment of the amount ordered.

Pursuant to 18 U.S.C. § 3612(f)(3)(A), interest on the restitution ordered is waived because the defendant does not have the ability to pay interest. Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. § 3612(g).

The defendant shall comply with General Order No. 01-05.

Pursuant to Guideline Section 5E1.2(a), all fines are waived as the Court finds that the defendant has established that he is unable to pay and is not likely to become able to pay any fine.

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Ronald Gene Anglin, is hereby placed on probation on Count 3 of the 9-Count Indictment for a term of three years under the following terms and conditions:

1. The defendant shall comply with the rules and regulations of the U. S. Probation Office, General Order 05-02, and General Order 01-05, including the three special conditions delineated in General Order 01-05;
2. The defendant shall not commit any violation of local, state or federal law or ordinance;
3. The defendant shall participate for a period of 27 months in a home detention program which may include electronic monitoring, GPS, Alcohol Monitoring Unit or automated identification systems and shall observe all rules of such program, as directed by the Probation Officer. The defendant shall maintain a residential telephone line without devices and/or services that may interrupt operation of the monitoring equipment;
4. The defendant shall pay the costs of Location Monitoring to the contract vendor, not to exceed the sum of \$12.00 for each day of participation in the electronic monitoring, GPS, and/or voice recognition program. The defendant shall provide payment and proof of payments as directed by the Probation Officer;
5. During the period of community supervision the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment;
6. When not employed in any capacity or excused by his physician the defendant shall perform 20 hours of community service per week as directed by the Probation Officer;
7. The defendant shall not obtain or possess any driver's license, Social Security

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

number, birth certificate, passport or any other form of identification in any name, other than the defendant's true legal name; nor shall the defendant use, for any purpose or in any manner, any name other than his true legal name or names without the prior written approval of the Probation Officer;

8. The defendant shall not engage, as whole or partial owner, employee or otherwise, in any business involving loan programs, telemarketing activities, investment programs or any other business involving the solicitation of funds or cold-calls to customers without the express approval of the Probation Officer prior to engagement in such employment. Further, the defendant shall provide the Probation Officer with access to any and all business records, client lists and other records pertaining to the operation of any business owned, in whole or in part, by the defendant, as directed by the Probation Officer;

9. The defendant shall not be employed in any position that requires licensing and/or certification by any local, state or federal agency without prior approval of the Probation Officer;

10. The defendant shall cooperate in the collection of a DNA sample from the defendant; and

11. The defendant shall apply all monies received from income tax refunds, lottery winnings, inheritance, judgements and any anticipated or unexpected financial gains to the outstanding court-ordered financial obligation.

The drug testing condition mandated by statute is suspended based on the Court's determination that the defendant poses a low risk of future substance abuse.

The Court advises the defendant of his right to appeal

In the interest of justice the Court grants the government's motion to dismiss all remaining counts.

The bond is exonerated.

It is further ordered that the defendant shall have no contact with the victims or clients either direct or indirect.

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**United States District Court
Central District of California**

UNITED STATES OF AMERICA vs.

Docket No. CR 12-00232 SJO

Defendant Anglin, Ronald Gene

Social Security No. 7 7 2 0

akas: None

(Last 4 digits)

JUDGMENT AND PROBATION/COMMITMENT ORDER

In the presence of the attorney for the government, the defendant appeared in person on this date.

MONTH	DAY	YEAR
Mar.	25,	2013

COUNSEL

Ronald Richards, Retained

(Name of Counsel)

PLEA

GUILTY, and the court being satisfied that there is a factual basis for the plea. **NOLO CONTENDERE** **NOT GUILTY**

FINDING

There being a finding/verdict of **GUILTY**, defendant has been convicted as charged of the offense(s) of:

18 U.S.C. §1341 Mail Fraud as charged in Count 3 of the 9-Count Indictment

**JUDGMENT
AND PROB/
COMM
ORDER**

The Court asked whether there was any reason why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the Court, the Court adjudged the defendant guilty as charged and convicted and ordered that: Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant is hereby committed to the custody of the Bureau of Prisons to be imprisoned for a term of:

It is ordered that the defendant shall pay to the United States a special assessment of \$100, which is due immediately.

Defendant shall pay restitution in the total amount of \$73,000 pursuant to 18 U.S.C. § 3663A, to victims as set forth in a separate victim list prepared by the probation office which this Court adopts and which reflects the Court's determination of the amount of restitution due to each victim. The victim list, which shall be forwarded to the fiscal section of the clerk's office, shall remain confidential to protect the privacy interests of the victims.

A partial payment of at least \$14,000 shall be paid immediately. The defendant shall make nominal monthly payments of at least 10% of defendant's gross monthly income, but not less than \$250, whichever is greater, during the term of probation. These payments shall begin 30 days after the date of this judgment. Nominal restitution payments are ordered as the court finds that the defendant's economic circumstances do not allow for either immediate or future payment of the amount ordered.

Pursuant to 18 U.S.C. § 3612(f)(3)(A), interest on the restitution ordered is waived because the defendant does not have the ability to pay interest. Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. § 3612(g).

The defendant shall comply with General Order No. 01-05.

Pursuant to Guideline Section 5E1.2(a), all fines are waived as the Court finds that the defendant has

established that he is unable to pay and is not likely to become able to pay any fine.

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Ronald Gene Anglin, is hereby placed on probation on Count 3 of the 9-Count Indictment for a term of three years under the following terms and conditions:

1. The defendant shall comply with the rules and regulations of the U. S. Probation Office, General Order 05-02, and General Order 01-05, including the three special conditions delineated in General Order 01-05;
2. The defendant shall not commit any violation of local, state or federal law or ordinance;
3. The defendant shall participate for a period of 27 months in a home detention program which may include electronic monitoring, GPS, Alcohol Monitoring Unit or automated identification systems and shall observe all rules of such program, as directed by the Probation Officer. The defendant shall maintain a residential telephone line without devices and/or services that may interrupt operation of the monitoring equipment;
4. The defendant shall pay the costs of Location Monitoring to the contract vendor, not to exceed the sum of \$12.00 for each day of participation in the electronic monitoring, GPS, and/or voice recognition program. The defendant shall provide payment and proof of payments as directed by the Probation Officer;
5. During the period of community supervision the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment;
6. When not employed in any capacity or excused by his physician the defendant shall perform 20 hours of community service per week as directed by the Probation Officer;
7. The defendant shall not obtain or possess any driver's license, Social Security number, birth certificate, passport or any other form of identification in any name, other than the defendant's true legal name; nor shall the defendant use, for any purpose or in any manner, any name other than his true legal name or names without the prior written approval of the Probation Officer;
8. The defendant shall not engage, as whole or partial owner, employee or otherwise, in any business involving loan programs, telemarketing activities, investment programs or any other business involving the solicitation of funds or cold-calls to customers without the express approval of the Probation Officer prior to engagement in such employment. Further, the defendant shall provide the Probation Officer with access to any and all business records, client lists and other records pertaining to the operation of any business owned, in whole or in part, by the defendant, as directed by the Probation Officer;

USA vs. Anglin, Ronald Gene

Docket No.: CR 12-00232 SJO

9. The defendant shall not be employed in any position that requires licensing and/or certification by any local, state or federal agency without prior approval of the Probation Officer;

10. The defendant shall cooperate in the collection of a DNA sample from the defendant; and

11. The defendant shall apply all monies received from income tax refunds, lottery winnings, inheritance, judgements and any anticipated or unexpected financial gains to the outstanding court-ordered financial obligation.

The drug testing condition mandated by statute is suspended based on the Court's determination that the defendant poses a low risk of future substance abuse.

The Court advises the defendant of his right to appeal

In the interest of justice the Court grants the government's motion to dismiss all remaining counts.

The bond is exonerated.

It is further ordered that the defendant shall have no contact with the victims or clients either direct or indirect.

In addition to the special conditions of supervision imposed above, it is hereby ordered that the Standard Conditions of Probation and Supervised Release within this judgment be imposed. The Court may change the conditions of supervision, reduce or extend the period of supervision, and at any time during the supervision period or within the maximum period permitted by law, may issue a warrant and revoke supervision for a violation occurring during the supervision period.

S. James Otero

March 25, 2013
Date

S. James Otero
U. S. District Judge/Magistrate Judge

It is ordered that the Clerk deliver a copy of this Judgment and Probation/Commitment Order to the U.S. Marshal or other qualified officer.

Clerk, U.S. District Court

March 25, 2013
Filed Date

By Victor P. Cruz
Deputy Clerk *Victor Paul Cruz*

The defendant shall comply with the standard conditions that have been adopted by this court (set forth below).

STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE

While the defendant is on probation or supervised release pursuant to this judgment:

USA vs. Anglin, Ronald GeneDocket No.: CR 12-00232 SJO

1. The defendant shall not commit another Federal, state or local crime;
2. the defendant shall not leave the judicial district without the written permission of the court or probation officer;
3. the defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month;
4. the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
5. the defendant shall support his or her dependents and meet other family responsibilities;
6. the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
7. the defendant shall notify the probation officer at least 10 days prior to any change in residence or employment;
8. the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician;
9. the defendant shall not frequent places where controlled substances are illegally sold, used, distributed or administered;
10. 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;
11. 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 by the probation officer;
12. the defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;
13. 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;
14. 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 conform the defendant's compliance with such notification requirement;
15. the defendant shall, upon release from any period of custody, report to the probation officer within 72 hours;
16. and, for felony cases only: not possess a firearm, destructive device, or any other dangerous weapon.

The defendant will also comply with the following special conditions pursuant to General Order 01-05 (set forth below).

STATUTORY PROVISIONS PERTAINING TO PAYMENT AND COLLECTION OF FINANCIAL SANCTIONS

The defendant shall pay interest on a fine or restitution of more than \$2,500, unless the court waives interest or unless the fine or restitution is paid in full before the fifteenth (15th) day after the date of the judgment pursuant to 18 U.S.C. §3612(f)(1). Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. §3612(g). Interest and penalties pertaining to restitution, however, are not applicable for offenses completed prior to April 24, 1996.

If all or any portion of a fine or restitution ordered remains unpaid after the termination of supervision, the defendant shall pay the balance as directed by the United States Attorney's Office. 18 U.S.C. §3613.

The defendant shall notify the United States Attorney within thirty (30) days of any change in the defendant's mailing address or residence until all fines, restitution, costs, and special assessments are paid in full. 18 U.S.C. §3612(b)(1)(F).

The defendant shall notify the Court through the Probation Office, and notify the United States Attorney of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay a fine or restitution, as required by 18 U.S.C. §3664(k). The Court may also accept such notification from the government or the victim, and may, on its own motion or that of a party or the victim, adjust the manner of payment of a fine or restitution-pursuant to 18 U.S.C. §3664(k). See also 18 U.S.C. §3572(d)(3) and for probation 18 U.S.C. §3563(a)(7).

Payments shall be applied in the following order:

1. Special assessments pursuant to 18 U.S.C. §3013;
2. Restitution, in this sequence:
 - Private victims (individual and corporate),
 - Providers of compensation to private victims,
 - The United States as victim;
3. Fine;
4. Community restitution, pursuant to 18 U.S.C. §3663(c); and
5. Other penalties and costs.

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SPECIAL CONDITIONS FOR PROBATION AND SUPERVISED RELEASE

As directed by the Probation Officer, the defendant shall provide to the Probation Officer: (1) a signed release authorizing credit report inquiries; (2) federal and state income tax returns or a signed release authorizing their disclosure; and (3) an accurate financial statement, with supporting documentation as to all assets, income and expenses of the defendant. In addition, the defendant shall not apply for any loan or open any line of credit without prior approval of the Probation Officer.

The defendant shall maintain one personal checking account. All of defendant's income, "monetary gains," or other pecuniary proceeds shall be deposited into this account, which shall be used for payment of all personal expenses. Records of all other bank accounts, including any business accounts, shall be disclosed to the Probation Officer upon request.

The defendant shall not transfer, sell, give away, or otherwise convey any asset with a fair market value in excess of \$500 without approval of the Probation Officer until all financial obligations imposed by the Court have been satisfied in full.

These conditions are in addition to any other conditions imposed by this judgment.

RETURN

I have executed the within Judgment and Commitment as follows:

Defendant delivered on _____ to _____

Defendant noted on appeal on _____

Defendant released on _____

Mandate issued on _____

Defendant's appeal determined on _____

Defendant delivered on _____ to _____

at _____

the institution designated by the Bureau of Prisons, with a certified copy of the within Judgment and Commitment.

United States Marshal

By _____

Date _____

Deputy Marshal

CERTIFICATE

I hereby attest and certify this date that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

Clerk, U.S. District Court

By _____

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Filed Date

Deputy Clerk

FOR U.S. PROBATION OFFICE USE ONLY

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

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

(Signed) _____
Defendant

Date

U. S. Probation Officer/Designated Witness

Date