

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF BANKING AND SECURITIES

In the matter of:)
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RUSSELL HOWARD ARMSTRONG)
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Respondent.)
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ORDER NO. 13-298-S
TEMPORARY CEASE AND DESIST
ORDER EFFECTIVE IMMEDIATELY,
ASSESSING CIVIL PENALTIES,
WITH NOTICE OF HEARING RIGHTS
and
NOTICE OF FINAL CEASE AND DESIST
ORDER

The Director of the Department of Commerce, Community, and Economic Development, Division of Banking and Securities (“Administrator”), has conducted an investigation into certain business activities of Russell Howard Armstrong (“Respondent”) and has determined that Respondent violated certain provisions of the Alaska Securities Act, Alaska Statute (“AS”) 45.55.

I. FACTS

1. Respondent is a resident of Illinois with a last known address of 220 Birch Avenue, Lake Bluff, Illinois, 60044.
2. Respondent is not, and has never been, licensed to sell securities or to provide investment advice in the State of Alaska.
3. On November 28, 2012, the State of Alaska, Department of Commerce, Community, and Economic Development, Division of Insurance (DOI) issued insurance producer license no. 110041 to Respondent. On May 4, 2014, the license lapsed due to Respondent’s failure to renew his license.
4. In December 2012, Respondent’s associate sent a survey to various United States

1 Post Office (USPS) offices asking USPS employees what they knew about their federal
2 retirement benefits. If an employee indicated that they did not understand their benefits, an
3 appointment would be set with them to meet with Respondent in person.

4 5. In January and February 2013, Respondent traveled to Alaska to meet with several
5 United States Postal Service (USPS) employees in both Anchorage and Fairbanks based on
6 those employees' responses to the survey he sent. The employees understood the purpose of
7 the meetings was for Respondent, as a self-proclaimed expert in government benefits, to
8 advise these employees about their federal retirement benefits. The employees believed that
9 Respondent was affiliated with the USPS, when, in fact, he was an insurance salesman.

10 6. During the meetings, Respondent advised the USPS employees to liquidate the
11 securities held in their government-sponsored Thrift Savings Plan (TSP) retirement accounts
12 and use the proceeds to invest in what he told them was a Roth IRA. Respondent obtained
13 account information and PIN numbers from the employees in order to make some of the
14 account changes himself, and without the employee's knowledge.

15 7. Instead of investing in the Roth IRAs as promised, Respondent used the proceeds
16 from liquidating the securities to buy life insurance and annuities in the USPS employees'
17 names.

18 8. Respondent did not tell the employees he was buying insurance policies and
19 annuities on their behalf and even forged the signatures and initials of the employees on all of
20 the application paperwork in order to conceal the true nature of the transactions from the
21 USPS employees.

22 9. Respondent met with at least 20 USPS employees in Alaska in January and
23 February of 2013 and expected to receive over \$80,000 in commissions from the sale of the
24 annuities and life insurance policies to these employees.

1 Pursuant to AS 45.55.920(d), Respondent may request a hearing within fifteen (15)
2 days after receipt of this Order. The request for a hearing must be in writing, directed to the
3 Administrator, and state the grounds for the request to set aside or modify the Order. This
4 Order takes effect immediately and remains in effect until ten (10) days after the hearing is
5 held and which becomes final if a hearing is not requested within fifteen (15) days after the
6 receipt of this notice.

7 This Order is a publicly disclosable document.

8 **IT IS SO ORDERED.**

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10 CHRIS HLADICK, Commissioner
Department of Commerce, Community and
Economic Development

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13 DATED: July 29, 2015

14 /s/ Kevin Anselm
BY: Kevin Anselm, Director
Division of Banking and Securities

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17 Contact Person:
Kristy Naylor
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

UNITED STATES OF AMERICA,)	Case No.
)	
Plaintiff,)	PLEA AGREEMENT
)	
vs.)	
)	
RUSSELL HOWARD ARMSTRONG,)	
)	
Defendant.)	
)	

Unless the parties jointly inform the Court in writing of any additional agreements, this document in its entirety contains the terms of the plea agreement between the defendant and the United States. This agreement is limited to the District of Alaska; it does not bind other federal, state, or local prosecuting authorities.

I. TERMS OF AGREEMENT, FEDERAL RULE OF CRIMINAL PROCEDURE 11, WAIVER OF CLAIM FOR ATTORNEY'S FEES AND COSTS

A. Terms of Agreement

The defendant agrees to plead guilty to Counts 1-10 of the Information in this case charging the defendant with Wire Fraud and Mail Fraud in violation of 18 U.S.C. § 1343 and 18 U.S.C. § 1341. The United States agrees not to prosecute the defendant further for any other offense related to the event that resulted in the charge contained in the Information. Specifically, the United States agrees not to prosecute the defendant for Aggravated Identity Theft, 18 U.S.C. § 1028A, in relation to the charges in the Information.

The parties agree to recommend that the defendant be sentenced to a term of incarceration between 16-32 months. The parties are free to make any other sentencing recommendations that are consistent with this agreement. The defendant will waive all rights to appeal the conviction and sentence imposed under this agreement, and will waive all rights to collaterally attack the conviction and sentence, except on the grounds of ineffective assistance of counsel or the voluntariness of the pleas.

B. Federal Rule of Criminal Procedure 11

Unless the parties otherwise inform the Court in writing, Federal Rule of Criminal Procedure 11(c)(1)(A) and (B) will control this plea agreement. Thus, the defendant may not withdraw from this agreement or the guilty pleas if the Court rejects the parties' sentencing recommendations at the sentencing hearing.

C. Waiver of Claim for Attorney Fees and Costs

Because this is a negotiated resolution of the case, the parties waive any claim for the award of attorney fees and costs from the other party.

II. CHARGES, ELEMENTS, FACTUAL BASIS, STATUTORY PENALTIES AND OTHER MATTERS AFFECTING SENTENCE, FORFEITURE

A. Charges and Elements

The defendant agrees to plead guilty to Counts 1-8 charging Wire Fraud, violations of 18 U.S.C. § 1343, and Counts 9 and 10 charging Mail Fraud, violations of 18 U.S.C. § 1341, set out in the Information.

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B. Elements

The elements of the charges of Wire and Mail Fraud to which the defendant is pleading guilty are as follows:

First, the defendant participated in a material scheme to defraud or a plan to obtain money or property by making false or fraudulent promises, representations or statements, or by omitting material facts;

Second, the defendant knew the promises, representations or statements were false;

Third, the scheme and the false promises, representations, or statements, or the facts omitted as part of the scheme were material;

Fourth, the defendant acted with the intent to defraud; and

Fifth, the defendant used or caused the use of the wires in interstate commerce, or mail, to further the scheme.

C. Factual Basis

The defendant admits the truth of the allegations in the information and the truth of the following statement, and the parties stipulate that the Court may rely upon this statement to support the factual basis for the guilty pleas and for the imposition of the sentence:

On or about October 2012, and continuing through at least March 2013, in the District of Alaska and elsewhere, the defendant RUSSELL

HOWARD ARMSTRONG (“ARMSTRONG”) intentionally devised a material scheme to fraudulently obtain money in the form of commission payments by deceptively persuading employees of the United States Postal Service (“victims”) to purchase life insurance policies and annuities under false pretenses and by falsifying the application forms and forging signatures on the paperwork necessary to obtain these policies and annuities in the names of his victims. Using this scheme, ARMSTRONG deceived more than 20 victims in Alaska into unwittingly purchasing these insurance policies and annuities by withdrawing, transferring or re-directing money from their federal retirement, saving and payroll accounts.

In several cases, ARMSTRONG gained access to his victims’ web-based federal employee financial management accounts on the PostalEase website in order to set-up regular payroll allotments directed to pay for the policies he “sold” to them. For these individuals this had the effect of concealing that these financial products were not part of the federal government’s benefits or retirement system. ARMSTRONG took a number of deceptive and fraudulent actions in furtherance of this scheme as summarized below.

During the course of the scheme, ARMSTRONG was a resident of Illinois and a part owner of Government Benefits Advisors, LLC, which is incorporated in Texas. ARMSTRONG had an agreement with the following companies to sell life insurance and annuities: Occidental Life Insurance Company of North Carolina (“Occidental”) located in Waco, Texas; Madison National Life Insurance Company (“Madison”) located in Madison, Wisconsin; and Aviva Life and Annuity Company (“Aviva”) located in Des Moines, Iowa, among others.

In November 2012, ARMSTRONG applied for a non-resident Alaska insurance license and falsely indicated that he had not been party to an administrative proceeding. ARMSTRONG filled out the Alaska application knowing that he was a named party in an investigation by the Illinois Department of Securities regarding allegations that he had illegally offered financial advice without a securities license.

In December 2012, ARMSTRONG’s associate solicited the victims with a survey sent to their work-place that was designed to look like it was from the U.S. Postal Service headquarters in Washington DC. If an individual filled out the survey indicating that they did not

understand their government benefits ARMSTRONG had a Government Benefits Advisors' employee contact the individual to set up an appointment. ARMSTRONG allowed the victims to believe that he was associated with the federal government for the purpose of explaining their benefits, and he did not disclose the fact that he was a private insurance salesman receiving commission.

After meeting with the victims ARMSTRONG forged the initials and signatures of the victims on the majority of the Occidental and Aviva paperwork and the entirety of the initials and signatures on two Madison applications he filled out on behalf of the victims to apply for life insurance and annuities. ARMSTRONG did so to conceal from the victims various facts including that he was selling them a product that included life insurance and that the products he was selling were not connected with the government. ARMSTRONG also did not provide disclosures to the applicants that would have provided notice that ARMSTRONG was selling them private annuities as required by Alaska law and insurance products as required by the insurance companies.

In conjunction with the forgeries, ARMSTRONG purposefully

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omitted information regarding victims' medications and health histories. ARMSTRONG did this so that – in addition to the victims not knowing they were purchasing private life insurance products – the insurance companies were more likely, and more quickly, to approve the applications based on the false information.

ARMSTRONG also gained access to the victims' personal government employee website PostalEase by leading them to believe he was with the Postal Service and asking them for their personal identification numbers. ARMSTRONG accessed the employee websites to set up payroll allotments to the private companies for life insurance and annuities, which had the effect of concealing from the victims that the payments were directed outside the government benefits' system.

ARMSTRONG destroyed the originals of the applications and did not maintain any paperwork in relation to the transactions as required by Alaska law. ARMSTRONG did these things to conceal that he had forged the victims' signatures and initials and falsified the medical information on the applications.

In filling out some of the paperwork, ARMSTRONG also fraudulently used his wife's notary public stamp from Illinois.

ARMSTRONG fraudulently used the notary stamp on documents required to be notarized as part of the Aviva application process in violation of Illinois and Alaska state laws that limit the use of a notary stamp to the person it was issued to in the state in which it was issued.

ARMSTRONG also illegally provided financial advice to victims C.F. and A.K-G. Specifically, ARMSTRONG advised these two victims that they should liquidate their entire government thrift savings plan account to purchase a private annuity. ARMSTRONG provided this advice knowing that he was required to have a securities license to provide such advice and knowing that he did not have such a license.

In total, ARMSTRONG wired or mailed approximately 22 falsified life insurance applications to Occidental and Madison, with approximately \$1.1 million dollars in potential coverage. In conjunction with these life insurance applications, ARMSTRONG also wired or mailed approximately 24 falsified annuity applications to Occidental, Madison and AVIVA. The commissions that ARMSTRONG attempted to obtain for himself and his associates with these fraudulent applications totaled approximately \$88,200.

At the time ARMSTRONG submitted these applications with false

information by wire and mail he knew that the signatures and initials he forged were of actual people.

ARMSTRONG, for the purpose of executing the material scheme described above, and attempting to do so, did knowingly cause to be transmitted falsified applications to Occidental and Madison by means of wire communication in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

Count	Date, on or about	From/To	Description of Wire
1	January 23, 2013	Alaska to Texas	Occidental Life Insurance application for A.K-G. with forged signatures and initials and false medical information.
2	January 28, 2013	Alaska to Texas	Occidental Life Insurance application for victim J.L. with forged signatures and initials and false medical information.
3	January 31, 2014	Alaska to Texas	Occidental Life Insurance application for victim E.M. with forged signatures and initials and false medical information.
4	February 1, 2013	Alaska to Texas	Occidental Life Insurance application for victim R.S. with forged signatures and initials and false medical information.
5	February 1, 2013	Alaska to Texas	Occidental Life Insurance application for J.B. with forged signatures and initials and false medical information.

6	February 5, 2013	Alaska to Texas	Occidental Life Insurance application for victim E.F. with forged signatures and initials and false medical information.
7	March 18, 2013	Illinois to Iowa	Madison National Life Insurance application for victim A.K-G. with forged signatures and falsified medical information.
8	March 18, 2013	Illinois to Iowa	Madison National Life Insurance application for victim E.F. with forged signatures and falsified medical information.

ARMSTRONG, for the purpose of executing the material scheme described above, and attempting to do so, did knowingly cause to be transmitted by mail falsified applications to Aviva as described below for each count, each mailing constituting a separate count:

Count	Date, on or about	Description of Mailing
9	February 25, 2013	Aviva Life and Annuity application for victim C.F. with forged signatures and falsified use of a notary stamp.
10	February 25, 2013	Aviva Life and Annuity application for victim A.K-G. with forged signatures and falsified use of a notary stamp.

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D. Statutory Penalties and Other Matters Affecting Sentence

1. Statutory Penalties

The statutory penalties applicable to the charges to which the defendant is pleading guilty, based on the facts to which the defendant will admit in support of the guilty pleas, are as follows:

Counts 1-10: Wire and Mail Fraud

- 1) 20 years imprisonment;
- 2) a maximum \$250,000 fine;
- 3) a \$100 mandatory special assessment; and
- 4) three years of supervised release.

2. Other Matters Affecting Sentence

a. Conditions Affecting the Defendant's Sentence

The following conditions may also apply and affect the defendant's sentence: 1) pursuant to Comment 7 of U.S.S.G. § 5E1.2, the Court may impose an additional fine to pay the costs to the government of any imprisonment and supervised release term; 2) pursuant to 18 U.S.C. § 3612(f), unless otherwise ordered, if the Court imposes a fine of more than \$2,500, interest will be charged on the balance not paid within 15

days after the judgment date; 3) upon violating any condition of supervised release, a further term of imprisonment equal to the period of the supervised release may be imposed, with no credit for the time already spent on supervised release; 4) the Court may order the defendant to pay restitution pursuant to 18 U.S.C. § 3663 and U.S.S.G. § 5E1.1.

b. Payment of Special Assessment

The defendant agrees to pay the entire special assessment in this case on the day the Court imposes the sentence. All payments will be by check or money order, and are to be delivered to the Clerk of Court, United States District Court, 222 W. 7th Ave. Box 4, Rm. 229, Anchorage, AK 99513-7564.

c. Consequences of Felony Conviction

Any person convicted of a federal felony offense may lose or be denied federal benefits including any grants, loans, licenses, food stamps, welfare or other forms of public assistance, as well as the right to own or possess any firearms, the right to vote, the right to hold public office, and the right to sit on a jury. If applicable, any defendant who is not a United States citizen may be subject to deportation from the

United States following conviction for a criminal offense and will not be permitted to return unless the defendant specifically receives the prior approval of the United States Attorney General.

E. Restitution

The defendant agrees to pay full restitution to his victims as determined by the Court including approximately \$1,200 to be paid to victim A.K.-G.

III. ADVISORY UNITED STATES SENTENCING GUIDELINES; GUIDELINE APPLICATION AGREEMENTS; SENTENCING RECOMMENDATIONS

A. Advisory United States Sentencing Guidelines

The Court must consult the advisory United States Sentencing Commission Guidelines [U.S.S.G.] as well as the factors set forth in 18 U.S.C. § 3553(a) when considering the sentence to impose. The U.S.S.G. do not establish the statutory maximum or minimum sentence applicable to the offenses to which the defendant is pleading guilty. The U.S.S.G. are not mandatory and the Court is not bound to impose a sentence recommended by the U.S.S.G.

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B. Guideline Application Agreements

The parties have no agreements on any guideline applications unless set forth below in this section.

1. Acceptance of Responsibility

If the United States concludes that the defendant has satisfied the criteria set out in U.S.S.G. § 3E1.1 and the applicable application notes, the United States agrees to recommend the defendant for a two level downward adjustment for acceptance of responsibility and, if U.S.S.G. § 3E1.1(b) applies, to move for the additional one level adjustment for acceptance of responsibility. If, at any time prior to imposition of the sentence, the United States concludes that the defendant has failed to fully satisfy the criteria set out in U.S.S.G. § 3E1.1, or has acted in a manner inconsistent with acceptance of responsibility, the United States will not make or, if already made, will withdraw this recommendation and motion.

2. Sentencing Range

The parties agree pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B) to recommend that the defendant be sentenced to between

16 and 32 months incarceration, taking into account the advisory Guidelines and the sentencing goals of 18 U.S.C. § 3553.

C. Sentencing Recommendations

The United States Probation Office will prepare the defendant's pre-sentence report in which it will include a recommended calculation of the defendant's sentence range under the U.S.S.G. Both the United States and the defendant will have the opportunity to argue in support of an appropriate sentence within the jointly recommended guideline sentencing range of 16 to 32 months incarceration, as well as present evidence in support of their respective sentencing arguments. The parties are free to recommend to the Court their respective positions on the appropriate sentence to be imposed in this case based on the stipulated facts set forth in Section II C, any additional facts established at the imposition of sentence hearing, the applicable statutory penalty sections, the advisory U.S.S.G., and the sentencing factors set forth in 18 U.S.C. § 3553.

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IV. WAIVER OF TRIAL, APPELLATE RIGHTS, AND COLLATERAL ATTACK RIGHTS

A. Trial Rights

Being aware of the following, the defendant waives these trial rights:

- If pleading to an information, the right to have the charges presented to the grand jury prior to entering the guilty plea;
- The right to a speedy and public trial by jury on the factual issues establishing guilt or any fact affecting the mandatory minimum and statutory penalties, and any issue affecting any interest in any assets subject to forfeiture;
- The right to object to the composition of the grand or trial jury;
- The right to plead not guilty or to persist in that plea if it has already been made;

- The right to be presumed innocent and not to suffer any criminal penalty unless and until the defendant's guilt is established beyond a reasonable doubt;
- The right to be represented by counsel at trial and if necessary to have a counsel appointed at public expense to represent the defendant at trial -- the defendant is not waiving the right to have counsel continue to represent the defendant during the sentencing phase of this case;
- The right to confront and cross examine witnesses against the defendant, and the right to subpoena witnesses to appear in the defendant's behalf;
- The right to remain silent at trial, with such silence not to be used against the defendant, and the right to testify in the defendant's own behalf; and
- The right to contest the validity of any searches conducted on the defendant's property or person.

B. Appellate Rights

The defendant waives the right to appeal the convictions resulting from the entry of guilty pleas to the charges set forth in this agreement.

The defendant further agrees that if the Court imposes a sentence that does not exceed the statutory maximum penalties – as set forth in Section II D above in this agreement, the defendant waives without exception the right to appeal on all grounds contained in 18 U.S.C. § 3742 the sentence the Court imposes – including forfeiture (if applicable) or terms or conditions of probation (if applicable) or supervised release, and any fines or restitution.

C. Collateral Attack Rights

The defendant agrees to waive all rights to collaterally attack the resulting convictions and/or sentence – including forfeiture (if applicable) or terms or conditions of probation (if applicable) or supervised release, and any fines or restitution – the Court imposes. The only exceptions to this collateral attack waiver are as follows: 1) any challenge to the conviction or sentence alleging ineffective assistance of counsel – based on information not now known to the defendant and which, in the exercise of reasonable diligence, could not be known by the defendant at the time the Court imposes sentence; and 2) a challenge to the voluntariness of the defendant's guilty pleas.

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V. ADDITIONAL AGREEMENTS BY UNITED STATES

In exchange for the defendant's guilty pleas and the Court's acceptance of the defendant's plea and the terms of this agreement, the United States agrees that it will not prosecute the defendant further for any other offense – now known – arising out of the subject of the investigation related to the charges brought in the indictment in this case and the defendant's admissions set forth in Section II C. Provided, however, if the defendant's guilty pleas are rejected, withdrawn, vacated, reversed, or set aside, or if the defendant's sentence or conviction is vacated, reversed, set aside, or modified, at any time, in any proceeding, for any reason, the United States will be free to prosecute the defendant on all charges arising out of the investigation of this case including any charges dismissed pursuant to the terms of this agreement, which charges will be automatically reinstated as well as for perjury and false statements.

VI. ADEQUACY OF THE AGREEMENT

Pursuant to Local Criminal Rule 11.2 (d)(7) and (8), this plea agreement is appropriate in that it conforms with the sentencing goals

that would otherwise be applicable to the defendant's case if the defendant had gone to trial and had been convicted on all counts in the charging instrument.

VII. THE DEFENDANT'S ACCEPTANCE OF THE TERMS OF THIS PLEA AGREEMENT

I, RUSSELL HOWARD ARMSTRONG, the defendant, affirm this document contains all of the agreements made between me – with the assistance of my attorney – and the United States regarding my pleas. There are no other promises, assurances, or agreements the United States has made or entered into with me that have affected my decision to enter any plea of guilty or to enter into this agreement. If there are any additional promises, assurances, or agreements, I and the United States will jointly inform the Court in writing before I enter my guilty plea(s).

I understand that no one, including my attorney, can guarantee the outcome of my case or what sentence the Court may impose if I plead guilty. If anyone, including my attorney, has done or said

anything other than what is contained in this agreement, I will inform the Court when I stand before it to enter my plea. If there were, I would so inform the Court.

I enter into this agreement understanding and agreeing that the conditions set forth herein are obligatory and material to this agreement and that any failure on my part to fulfill these obligations will constitute a material breach of this agreement. If I breach this agreement, I agree the United States, in its sole discretion, may withdraw from this agreement and may reinstate prosecution against me on any charges arising out of the investigation in this matter. If my compliance with the terms of this plea agreement becomes an issue, at an appropriate hearing, during which I agree any of my disclosures will be admissible, the Court will determine whether or not I have violated the terms of this agreement. I understand the government's burden to prove a breach will be by a preponderance of the evidence.

I understand the Court will ask me under an oath to answer questions about the offenses to which I am pleading guilty and my understanding of this plea agreement. I understand that I may be

prosecuted if I make false statements or give false answers and may suffer other consequences set forth in this agreement.

I have read this plea agreement carefully and understand it thoroughly. I know of no reason why the Court should find me incompetent to enter into this agreement or to enter my pleas. I enter into this agreement knowingly and voluntarily. I understand that anything that I discuss with my attorney is privileged and confidential, and cannot be revealed without my permission. Knowing this, I agree that this document will be filed with the Court.

I am fully satisfied with the representation given me by my attorney and am prepared to repeat this statement at the time I stand before the Court and enter my guilty pleas. My attorney and I have discussed all possible defenses to the charges to which I am pleading guilty. My attorney has investigated my case and followed up on any information and issues I have raised to my satisfaction. My attorney has taken the time to fully explain the legal and factual issues involved in my case to my satisfaction. We have discussed the statutes applicable to my offense and sentence as well as the possible effect the U.S.S.G. may have on my sentence.

Based on my complete understanding of this plea agreement, I therefore wish to enter a plea of guilty to Counts 1-10 of the indictment.

DATED: 10-20-14

/s/ Russell Howard Armstrong
RUSSELL HOWARD ARMSTRONG
Defendant

As counsel for the defendant, I have relayed all formal offers to the defendant, I have discussed with the terms of this plea agreement with the defendant, have fully explained the charges to which the defendant is pleading guilty and the necessary elements, all possible defenses, and the consequences of a guilty plea to a felony. Based on these discussions, I have no reason to doubt that the defendant is knowingly and voluntarily entering into this agreement and entering a plea of guilty. I know of no reason to question the defendant's competency to make these decisions. If, prior to the imposition of sentence, I become aware of any reason to question the defendant's competency to enter into this plea agreement or to enter a plea of guilty. I will immediately inform the court.

DATED: 10/20/14

/s/ Michael Dieni
MICHAEL DIENI
Attorney for Russell Armstrong

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On behalf of the United States, the following accept the defendant's offer to plead guilty under the terms of this plea agreement.

DATED: 11/3/14

/s/ Andrea T. Steward

ANDREA T. STEWARD
United States of America

11/3/14

/s/ Karen L. Loeffler

KAREN L. LOEFFLER
United States of America
United States Attorney