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8 Attorneys for Plaintiff
 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 8:21-CR-00227-DOC

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
SCOTT V. SPINA, JR.

14 v.

15 SCOTT V. SPINA, JR.,

16 Defendant.

17
 18 1. This constitutes the plea agreement between SCOTT V. SPINA,
 19 JR. ("defendant") and the United States Attorney's Office for the
 20 Central District of California (the "USAO") in the above-captioned
 21 case. This agreement is limited to the USAO and cannot bind any
 22 other federal, state, local, or foreign prosecuting, enforcement,
 23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. Give up the right to indictment by a grand jury and,
 27 at the earliest opportunity requested by the USAO and provided by the
 28 Court, appear and plead guilty to an five-count information in the

1 form attached to this agreement as Exhibit A or a substantially
2 similar form, which charges defendant in count one with mail fraud in
3 violation of 18 U.S.C. § 1341, counts two, three, and four with wire
4 fraud in violation of 18 U.S.C. § 1343, in count five with aggravated
5 identity theft, in violation of 18 U.S.C. § 1028A.

6 b. Not contest facts agreed to in this agreement.

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

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

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

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

18 g. Pay the applicable special assessments at or before
19 the time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessments.

21 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

23 a. Not contest facts agreed to in this agreement.

24 b. Abide by all agreements regarding sentencing contained
25 in this agreement.

26 c. At the time of sentencing, provided that defendant
27 demonstrates an acceptance of responsibility for the offenses up to
28 and including the time of sentencing, recommend a two-level reduction

1 in the applicable Sentencing Guidelines offense level, pursuant to
2 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
3 additional one-level reduction if available under that section.

4 d. With respect to counts one, two, three, and four,
5 recommend that defendant be sentenced to a term of imprisonment no
6 higher than the low end of the applicable Sentencing Guidelines
7 range. For purposes of this agreement, the low end of the Sentencing
8 Guidelines range is that defined by the Sentencing Table in U.S.S.G.
9 Chapter 5, Part A , without regard to reductions in the term of
10 imprisonment that may be permissible through the substitution of
11 community confinement or home detention as a result of the offense
12 level falling within Zone B or Zone C of the Sentencing Table.

13 e. Except for criminal tax violations (including
14 conspiracy to commit such violations chargeable under 18 U.S.C.
15 § 371), not further criminally prosecute defendant for violations of
16 wire fraud, 18 U.S.C. § 1343, mail fraud, 18 U.S.C. § 1341, and/or
17 aggravated identity theft, 18 U.S.C. § 1028A, arising out of
18 defendant's conduct described in the agreed-to factual basis set
19 forth in paragraph 15 below. Defendant understands that the USAO is
20 free to criminally prosecute defendant for any other unlawful past
21 conduct or any unlawful conduct that occurs after the date of this
22 agreement. Defendant agrees that at the time of sentencing the Court
23 may consider the uncharged conduct in determining the applicable
24 Sentencing Guidelines range, the propriety and extent of any
25 departure from that range, and the sentence to be imposed after
26 consideration of the Sentencing Guidelines and all other relevant
27 factors under 18 U.S.C. § 3553(a).

28

NATURE OF THE OFFENSES

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2 4. Defendant understands that for defendant to be guilty of
3 the crime charged in count one of the information, that is, mail
4 fraud, in violation of 18 U.S.C. § 1341, the following must be true:
5 (1) the defendant knowingly participated in, devised, or intended to
6 devise a scheme or plan to defraud, or a scheme or plan for obtaining
7 money or property by means of false or fraudulent pretenses,
8 representations, or promises, or omitted facts; (2) the statements
9 made or facts omitted as part of the scheme were material; that is,
10 they had a natural tendency to influence, or were capable of
11 influencing, a person to part with money or property; (3) defendant
12 acted with the intent to defraud; that is, the intent to deceive and
13 cheat; and (4) defendant used, or caused to be used, the mails to
14 carry out or attempt to carry out an essential part of the scheme.

15 5. Defendant understands that for defendant to be guilty of
16 the crime charged in counts two, three, and four of the information,
17 that is, wire fraud, in violation of 18 U.S.C. § 1343, the following
18 must be true: (1) the defendant knowingly participated in, devised,
19 or intended to devise a scheme or plan to defraud, or a scheme or
20 plan for obtaining money or property by means of false or fraudulent
21 pretenses, representations, or promises, or omitted facts; (2) the
22 statements made or facts omitted as part of the scheme were material;
23 that is, they had a natural tendency to influence, or were capable of
24 influencing, a person to part with money or property; (3) the
25 defendant acted with the intent to defraud, that is, the intent to
26 deceive or cheat; and (4) the defendant used, or caused to be used,
27 an interstate or foreign wire communication to carry out or attempt
28 to carry out an essential part of the scheme.

1 sentence of imprisonment; and a mandatory special assessment of \$100.
2 Defendant understands that the maximum sentence that the Court can
3 impose for a violation of 18 U.S.C. § 1028A is: a two-year term of
4 imprisonment, a one-year period of supervised release; a fine of
5 \$250,000 or twice the gross gain or gross loss resulting from the
6 offense, whichever is greatest, and a mandatory special assessment of
7 \$100.

8 10. Defendant understands, therefore, that the total maximum
9 sentence for all offenses to which defendant is pleading guilty is:
10 92 years imprisonment; a three-year period of supervised release; a
11 fine of \$1,250,000 or twice the gross gain or gross loss resulting
12 from the offenses, whichever is greatest; and a mandatory special
13 assessment of \$500.

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

23 12. Defendant understands that, by pleading guilty, defendant
24 may be giving up valuable government benefits and valuable civic
25 rights, such as the right to vote, the right to possess a firearm,
26 the right to hold office, and the right to serve on a jury.
27 Defendant understands that he is pleading guilty to a felony and that
28 it is a federal crime for a convicted felon to possess a firearm or

1 ammunition. Defendant understands that the convictions in this case
2 may also subject defendant to various other collateral consequences,
3 including but not limited to revocation of probation, parole, or
4 supervised release in another case and suspension or revocation of a
5 professional license. Defendant understands that unanticipated
6 collateral consequences will not serve as grounds to withdraw
7 defendant's guilty pleas.

8 13. Defendant and his counsel have discussed the fact that, and
9 defendant understands that, if defendant is not a United States
10 citizen, the convictions in this case makes it practically inevitable
11 and a virtual certainty that defendant will be removed or deported
12 from the United States. Defendant may also be denied United States
13 citizenship and admission to the United States in the future.
14 Defendant understands that while there may be arguments that
15 defendant can raise in immigration proceedings to avoid or delay
16 removal, removal is presumptively mandatory and a virtual certainty
17 in this case. Defendant further understands that removal and
18 immigration consequences are the subject of a separate proceeding and
19 that no one, including his attorney or the Court, can predict to an
20 absolute certainty the effect of his convictions on his immigration
21 status. Defendant nevertheless affirms that he wants to plead guilty
22 regardless of any immigration consequences that his pleas may entail,
23 even if the consequence is automatic removal from the United States.

24 RESTITUTION

25 14. Defendant agrees to make full restitution to the victims of
26 the offenses to which defendant is pleading guilty. Defendant agrees
27 that, in return for the USAO's compliance with its obligations under
28 this agreement, the Court may order restitution to persons other than

1 the victims of the offenses to which defendant is pleading guilty and
2 in amounts greater than those alleged in the counts to which
3 defendant is pleading guilty. In particular, defendant agrees that
4 the Court may order restitution to any victim of any of the following
5 for any losses suffered by that victim as a result any relevant
6 conduct, as defined in U.S.S.G. § 1B1.3, in connection with the
7 offenses to which defendant is pleading guilty, including to former
8 New England Patriots player T.J.

9 FACTUAL BASIS

10 15. Defendant admits that defendant is, in fact, guilty of the
11 offenses to which defendant is agreeing to plead guilty. Defendant
12 and the USAO agree to the statement of facts provided below and agree
13 that this statement of facts is sufficient to support pleas of guilty
14 to the charges described in this agreement and to establish the
15 Sentencing Guidelines factors set forth in paragraph 17 below but is
16 not meant to be a complete recitation of all facts relevant to the
17 underlying criminal conduct or all facts known to either party that
18 relate to that conduct.

19 In Super Bowl LI, played on February 5, 2017, the New England
20 Patriots overcame a 28-3 deficit to win the 2016 championship in
21 overtime, with Tom Brady named the Super Bowl MVP. After the Super
22 Bowl, there was tremendous excitement and interest from Patriots fans
23 and collectors for memorabilia associated with the championship. For
24 example, in May 2020, the Patriots team owner auctioned his Super
25 Bowl LI ring for charity, which sold for \$1.025 million.

26 The championship rings for Super Bowl LI (referred to as the
27 "Super Bowl ring" "Super Bowl LI ring" or "2016 Super Bowl ring")
28 featured five Lombardi trophies made up of diamonds, representing the

1 number of championships that the Patriots had won at that time. On
2 the inside of the ring (called the "arbor"), was engraved "GREATEST
3 COMEBACK EVER," which was "a nod to the 31-unanswered points scored
4 to record the most dramatic come-from-behind win in Super Bowl
5 history." One particular ring company ("the Ring Company") was the
6 only company authorized to manufacture these rings.

7 On June 9, 2017, the Patriots had a private party at the team
8 owner's home where the players received their Super Bowl LI rings.
9 Former patriots player, T.J., who was not then playing for the
10 Patriots but was a member of the championship team, did not attend
11 the party. Instead, he received his ring with an accompanying letter
12 from the Patriots team owner on or about July 24, 2017.

13 Starting in and around September 22, 2017, defendant and T.J.
14 communicated via Instagram about defendant buying T.J.'s Super Bowl
15 ring and college football rings, with defendant stating that the
16 rings would get auctioned and defendant would either pay T.J. \$32,000
17 outright for the rings or T.J. could accept a percentage of the
18 auction amount. Defendant identified that "the college rings are
19 worth only a few grand all together . . . it's the patriot ring that
20 is worth the amount they are paying."

21 On September 25, 2017, defendant flew with his girlfriend, D.S.,
22 from New Jersey, where he lived, to Georgia, to meet with T.J. to
23 purchase the Super Bowl LI ring and seven college football rings.
24 They met that day at a gas station in Jesup, Georgia, with
25 defendant's girlfriend, D.S., taking a photograph of defendant and
26 T.J. meeting and going over paperwork (which defendant later provided
27 to a buyer, S.W., to support authenticity). Defendant gave T.J. at
28 least one check to pay for the rings, and defendant knew there were

1 insufficient funds to cover payment at the time he provided payment.
2 In exchange, T.J. gave defendant his rings, including the Super Bowl
3 LI ring, and then later tried to unsuccessfully cash the check(s).

4 In September 2017, defendant called S.W. to sell him T.J.'s
5 Super Bowl LI ring and seven college football rings. The two did not
6 know each other previously, but S.W. was a well-known buyer and
7 seller of championship rings, used an e-mail address "rings of
8 champions," and resided in Orange County, California. S.W. flew to
9 New Jersey to complete the sale. On September 29, 2017, defendant
10 signed a written agreement transferring ownership of T.J.'s LI Super
11 Bowl ring to S.W. for \$63,000 (although defendant's written agreement
12 with S.W. stated that defendant owned the rings "free and clear," he
13 did not, as he had given T.J. at least one check, not supported by
14 sufficient funds). Defendant insisted on being paid the \$63,000 by
15 S.W. in cash and S.W. got the cash by going to multiple Bank of
16 America locations in New Jersey to withdraw the cash, which he
17 provided to defendant.

18 When defendant got T.J.'s Super Bowl LI ring, he also obtained
19 the original paperwork from the Ring Company from T.J., which
20 included a document with a web address and T.J.'s login and password
21 for ordering Patriots family collection materials from Super Bowl LI
22 (defendant did not provide that information to S.W. when he sold him
23 T.J.'s Super Bowl LI ring). That collection included Super Bowl
24 rings that Patriots players could order for their family and friends
25 that were a little smaller than the player Super Bowl rings, but
26 otherwise appeared very similar to the players rings. T.J., as a
27 player on the championship team could order those rings from the Ring
28

1 Company; they were not available to purchase from members of the
2 public, such as defendant.

3 On September 28, 2017, defendant called the Ring Company and
4 said "I want to purchase a family ring for the Patriots." Defendant
5 said he was having problems ordering the ring online. He said the
6 materials from the Ring Company said that he could customize the ring
7 and he asked "can that be my family last name or could it be my first
8 name?" The employee, Kim, said he could and it could be anything
9 within the character limit. Defendant asked how long it would take
10 to get it and Kim said six to eight weeks. Defendant asked if he
11 could give an address where the ring would be shipped (or whether it
12 would go to the "facility," i.e., the Patriots). Kim told defendant
13 it could be shipped to an address he provided. Defendant initially
14 claimed he was ordering this ring for his wife (and then later also
15 asked about ordering another ring for himself). They discussed the
16 difference between Super Bowl rings given to the players and the
17 family and friends rings he could order. As part of that discussion,
18 Kim asked defendant for his name so she could look up what he had
19 already ordered and he said "T.J." Defendant identified that the
20 website said these rings would be 10% smaller than the player rings
21 and he said "I have the player ring," "what's the difference." Kim
22 said it's going to be smaller but they "are very similar" and the
23 "overall design concept is pretty much identical," but it has smaller
24 stones. Defendant engaged in these steps to test to see whether he
25 could fraudulently order a ring by claiming to be T.J., whether he
26 could have a name of his choice engraved into the ring, whether he
27 could have it mailed to him at his address, and whether the ring
28 would look similar to the player rings.

1 The next day, on September 29, 2017, defendant called back,
2 again got Kim, and stated "this is T.J." He said "I'm gonna place a
3 couple of ring orders today. . . I want to get uh a quarterback a
4 present for his baby . . .[f]or the son." Defendant asked "[i]f I
5 want to personalize it in his last name what do I do?" Defendant
6 asked if he could place that order on his account and expressed
7 concern that the order would get cancelled when the last name on the
8 ring did not match his name on the account. Kim said that that would
9 not be a problem, but later said that she would "make a note of it T.
10 and then if they question it at all I will make sure the order is
11 released." Kim asked "what's the um quarterback last name that
12 you're looking to order it for?" and defendant responded "Brady,"
13 which he spelled out "B" "r" "a" "d" "y." Kim confirmed that "so
14 you're purchasing it as a gift for his baby," which defendant said
15 "[y]es." Defendant asked about payment, and Kim said payment had to
16 be made upfront at time of the order. Defendant asked if the rings
17 could be ready by Thanksgiving, which Kim said that she knew the two
18 of them had discussed on the previous call, but she would have to
19 check. Kim then advised the ring may be ready by the second week of
20 November.

21 On October 4, 2017, defendant called the Ring Company, said
22 "this is [T.J.]" with the "Patriots" and said he was calling about "a
23 ring that I want to purchase for somebody. A Patriots Super Bowl
24 ring for Brady." Defendant said that he had spoken to someone about
25 it the previous week a couple of times. The person from the Ring
26 Company asked him his name again and he said "T.J" and spelled out
27 the first name. The person from the Ring Company looked it up and
28 told defendant that the person he had spoken to was Kim. The

1 employee transferred defendant to Kim. Defendant told Kim that his
2 financial advisor said he could not get approved to pay for the rings
3 on his credit card and asked about wiring the money instead. Kim
4 asked about much money were they talking, and defendant said three
5 rings and about \$30,0000. Kim said she had never heard of doing a
6 wire transfer, but would check. After checking, Kim said they could
7 not take a wire transfer. Defendant said his financial advisor,
8 identified as D.S., would contact the company (in fact, there was no
9 financial advisor involved and defendant intended to send e-mails to
10 the Ring Company purporting to be D.S.). During the call, defendant
11 confirmed that Brady's name would appear where the last name would
12 normally appear on the ring. Kim asked "Correct if that's what you
13 want. Yep and these are for . . . rings for his Children or child?"
14 Defendant said "Yeah his - his family."

15 Defendant called back later that day, asked to speak to Kim, and
16 identified himself by the first name for "T.J." After he was
17 transferred to Kim, defendant said that his financial advisor had run
18 into a problem, and he asked whether they could send a certified bank
19 check instead. Kim said they could. Defendant thanked her and said
20 "that saves everything." Kim said she would take the order over the
21 phone to get it started (before the certified check arrived).
22 Defendant and Kim went over the price for the three rings. Defendant
23 said he wanted three family/friend rings, confirmed the sizes (eight,
24 eleven, and twelve), and defendant said that the rings should say
25 "Brady" on them (which he again spelled out "B" "r" "a" "d" "y").
26 Kim asked for an address to mail the rings to (to be placed on the
27 order), and defendant said to mail them to his purported financial
28 advisor, D.S. who lived "somewhere" in New Jersey, and then he gave

1 Kim his address in New Jersey. Kim said the cost for the rings was
2 \$31,757.86. Defendant asked if there was an order number associated
3 with it to put on the check and Kim said not yet, but to add "T.J.
4 order" to the memo line. Kim provided her last name for defendant to
5 mail the certified check to and the address of the Ring Company in
6 Minnesota. Kim said she would get the order ready to go and, when
7 they had payment, they would submit the order.

8 On October 5, 2017, defendant called the Ring Company again,
9 again identified himself as "T.J." and asked to speak to Kim, who he
10 said he had spoken to the previous day. Defendant was told Kim was
11 not available. Defendant told the Ring Company employee that his
12 financial advisor was mailing the check for the rings that day.
13 Defendant asked the Ring Company employee to provide the e-mail
14 address where the defendant could e-mail a copy of the check.
15 Defendant said the check would be mailed for overnight delivery. On
16 that same date, October 5, 2017, defendant sent via United Postal
17 Service ("UPS") package from New Jersey to the Ring Company in
18 Minnesota, a cashier's check for \$31,757.86. The package was mailed
19 by defendant in the purported name of his financial advisor, D.S.,
20 and the cashier check was made out to the Ring Company and had
21 defendant's name pre-printed on it by the issuing bank on the
22 remitter line. Defendant caused "T.J." "[ring company] order" to be
23 handwritten onto the cashier check onto the remitter line.
24 Defendant, identifying himself as his purported financial advisor,
25 D.S., sent an e-mail to Kim at the Ring Company with the tracking
26 information for the cashier's check for the T.J. "gift order" and a
27 photograph of the certified bank check.

1 On October 9, 2017, defendant called the Ring Company, got Kim,
2 identified himself by the first name for "T.J." and asked if the Ring
3 Company had received the check. Kim said that they had and had sent
4 it for processing. Kim said they were going to expedite the rings
5 and they were scheduled to be completed the week of Thanksgiving, but
6 she was going to try to get them sooner. Defendant asked Kim to
7 follow up with D.S. by email, which defendant knew would come to him.
8 Kim asked if D.S. would be the main point of contact and defendant
9 asked that Kim work with D.S. (who would actually be defendant
10 sending e-mail communications in D.S.'s name).

11 On October 9, 2017, defendant again called the Ring Company,
12 represented himself by the first name of T.J., asked to speak to Kim
13 and, when she was not available, changed one of the ring sizes. Kim
14 also sent an e-mail on the same date to defendant's purported
15 financial advisor, D.S., identifying that the check had been received
16 and confirming the ring size change (from 8 to 9). On October 30,
17 2017, defendant called the Ring Company back, spoke to Kim, and she
18 told him that the delivery date had tentatively been moved up to
19 November 8, although the goal was to have them by Thanksgiving. On
20 October 31, 2017, however, Kim e-mailed defendant's purported
21 financial advisor, D.S., and said there was a problem with the rings,
22 they needed to be re-done, and they were not likely to be shipped
23 until November 16, 2017.

24 On November 14, 2017, Kim e-mailed defendant's purported
25 financial advisor, D.S., that the rings were "still on track to be
26 shipped this week. I heard from [T.J.] earlier and know how
27 important the rings are for this weekend," as it had previously been
28 represented that Tom Brady would present these as Christmas presents

1 during Thanksgiving. On November 17, 2017, the Ring Company sent the
2 three rings to defendant at his address in New Jersey via UPS.
3 Defendant received the rings on Nov. 18 (and confirmed receipt to the
4 Ring Company via e-mail on November 19 using the account in the name
5 of his purported financial advisor, D.S.).

6 Before he had received the rings, but on the same day that he
7 started the order with the Ring Company, on September 29, 2017,
8 defendant texted S.W. and told him that he was working "a deal out
9 with brady rings" (defendant sent this text on the same day shortly
10 after they had concluded the sale for T.J.'s Super Bowl LI ring).
11 Defendant later told S.W. that he knew three nephews of Tom Brady,
12 defendant said that Tom Brady had purchased the Friends/Family rings
13 for each of his nephews as gifts, and Tom Brady was going to give the
14 rings as a gift to his nephews at Thanksgiving. Defendant claimed
15 that the nephews lived in Massachusetts and were going to sell the
16 rings to defendant. Defendant advised that the rings were 90% the
17 size of player rings. Defendant made clear that, at that time, he
18 did not have possession of the rings.

19 On October 5, 2017, defendant and S.W. entered into a written
20 contract to purchase "Three (3) Tom Brady Family 2016 New England
21 Patriots Super Bowl LI World Championship Rings."¹ In the written
22 contract, defendant represented that the three rings "were ordered
23 for Tom Brady directly from [The Ring Company], for select family
24 members," when defendant knew that that representation was
25 fraudulent. Instead, defendant had ordered those rings by
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28 ¹ S.W. was going to buy the rings with another person, B.H., and
S.W. and B.H. were going to split the cost of the rings, but
defendant's communications and contract were to, and with, S.W.

1 fraudulently claiming to be former Patriots player T.J., and
2 defendant knew the rings were not ordered by, or authorized by, Tom
3 Brady. In the written contract, S.W. agreed to pay \$81,500 for the
4 three rings, with \$6,500 "[d]eposit to be wired" in advance and
5 \$75,000 to pay due "at time of pick-up" of the rings. Defendant sent
6 on October 5, 2017, overnight, via FedEx, the signed copy of the
7 contract from New Jersey, to S.W. in Orange County California, which
8 S.W. received in Orange County the next day. Defendant and S.W.
9 agreed to the contract for the sale of the rings on October 5, 2017,
10 the same date that defendant sent the \$31,757.86 to the Ring Company,
11 which defendant sent to the Ring Company to ensure that he received
12 the rings that he agreed that day to sell for \$81,500.

13 S.W. made three wire transfers using a Zelle banking app, to pay
14 the \$6,500 deposit. S.W. made the transfers from his Bank of America
15 account using his electronic devices from Orange County, California
16 to defendant's PNC Bank account associated with an address in New
17 Jersey, which defendant received in New Jersey. Specifically, on
18 October 6, 2017, S.W. wired \$2,500 with the description "1st Payment
19 on our agreed upon \$6,500 DEPOSIT of our October 5, 2017 CONTRACT for
20 #3# Tom Brady Family 2016 New England Patriots Super Bowl Rings!
21 Balance of \$4,000 remaining." On October 7, 2017, S.W. wired \$2,500
22 with the description "2nd Payment on our agreed upon \$6,500 DEPOSIT
23 of our October 5, 2017 CONTRACT for three 3 Tom Brady Family 2016 New
24 England Patriots Super Bowl Rings! Balance of \$1,500 remaining." On
25 October 9, 2017, S.W. wired \$1,500 with the description "3rd Payment
26 on our agreed upon \$6,500 DEPOSIT on our October 5, 2017 CONTRACT for
27 3-Tom Brady Family 2016 New England Patriots Super Bowl Rings!
28 Balance of deposit is paid in-full."

1 S.W. was scheduled to fly to New Jersey on November 14, 2017, to
2 pick up the rings from defendant, but postponed the trip because the
3 rings were not ready. He also began having concerns about the
4 legitimacy of the transaction because his research suggested that Tom
5 Brady did not have any nephews. On November 18, 2017, the same day
6 that defendant received the rings from the Ring Company, he sent S.W.
7 various photographs of the three rings that he was purportedly
8 picking up in Massachusetts, including:

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Im here now I have all 3

Subject

The geolocation for the photographs, however, showed New Jersey, not Massachusetts (and the weight of the rings was off from what was in the contract). On November 18, 2017, S.W. asked to cancel the deal. Defendant neither delivered the rings, nor returned the deposit. Instead, defendant sold the rings that day to an auction house, G.A. On November 18, 2017, G.A. entered into a written contract with defendant, agreeing to pay defendant \$100,000 for the three rings. Defendant signed a representation in writing that he

1 "purchased these 3 2017 Tom Brady Super Bowl Rings from a family
2 member of Tom Brady. This family member was authorized by Tom Brady
3 to order the rings," which defendant knew was not true. Defendant
4 provided the three rings to G.A. on or about November 18, 2017, which
5 was the same date he received them from the Ring Company. Defendant
6 personally delivered the rings that evening to the owner of G.A. who,
7 like defendant, was located in New Jersey. One of the rings was
8 later sold in February 2018 at auction by G.A. to a buyer for
9 \$337,219.53. Shortly before the auction in 2018, S.W. received
10 \$6,500 from defendant to settle his claim to the rings after he
11 objected to the sale (at the insistence of the owner of G.A., who did
12 not want the auction disrupted).

13 SENTENCING FACTORS

14 16. Defendant understands that in determining defendant's
15 sentence the Court is required to calculate the applicable Sentencing
16 Guidelines range and to consider that range, possible departures
17 under the Sentencing Guidelines, and the other sentencing factors set
18 forth in 18 U.S.C. § 3553(a). Defendant understands that the
19 Sentencing Guidelines are advisory only, that defendant cannot have
20 any expectation of receiving a sentence within the calculated
21 Sentencing Guidelines range, and that after considering the
22 Sentencing Guidelines and the other § 3553(a) factors, the Court will
23 be free to exercise its discretion to impose any sentence it finds
24 appropriate up to the maximum set by statute for the crimes of
25 conviction.

1 17. Defendant and the USAO agree to the following applicable
2 Sentencing Guidelines factors:

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

4 Defendant and the USAO reserve the right to argue that additional
5 specific offense characteristics, adjustments, and departures under
6 the Sentencing Guidelines are appropriate, including for the
7 government to argue for loss enhancement under U.S.S.G.
8 § 2B1.1(b)(1).

9 18. Defendant understands that there is no agreement as to
10 defendant's criminal history or criminal history category.

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

15 WAIVER OF CONSTITUTIONAL RIGHTS

16 20. Defendant understands that by pleading guilty, defendant
17 gives up the following rights:

- 18 a. The right to persist in a plea of not guilty.
19 b. The right to a speedy and public trial by jury.
20 c. The right to be represented by counsel -- and if
21 necessary have the Court appoint counsel -- at trial. Defendant
22 understands, however, that, defendant retains the right to be
23 represented by counsel -- and if necessary have the Court appoint
24 counsel -- at every other stage of the proceeding.

25 d. The right to be presumed innocent and to have the
26 burden of proof placed on the government to prove defendant guilty
27 beyond a reasonable doubt.
28

1 e. The right to confront and cross-examine witnesses
2 against defendant.

3 f. The right to testify and to present evidence in
4 opposition to the charges, including the right to compel the
5 attendance of witnesses to testify.

6 g. The right not to be compelled to testify, and, if
7 defendant chose not to testify or present evidence, to have that
8 choice not be used against defendant.

9 h. Any and all rights to pursue any affirmative defenses,
10 Fourth Amendment or Fifth Amendment claims, and other pretrial
11 motions that have been filed or could be filed.

12 WAIVER OF APPEAL OF CONVICTION

13 21. Defendant understands that, with the exception of an appeal
14 based on a claim that defendant's guilty pleas were involuntary, by
15 pleading guilty defendant is waiving and giving up any right to
16 appeal defendant's convictions on the offenses to which defendant is
17 pleading guilty. Defendant understands that this waiver includes,
18 but is not limited to, arguments that the statutes to which defendant
19 is pleading guilty are unconstitutional, and any and all claims that
20 the statement of facts provided herein is insufficient to support
21 defendant's pleas of guilty.

22 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23 22. Defendant agrees that, provided the Court imposes a total
24 term of imprisonment on all counts of conviction of no more than 65
25 months, defendant gives up the right to appeal all of the following:
26 (a) the procedures and calculations used to determine and impose any
27 portion of the sentence; (b) the term of imprisonment imposed by the
28 Court; (c) the fine imposed by the Court, provided it is within the

1 statutory maximum; (d) to the extent permitted by law, the
2 constitutionality or legality of defendant's sentence, provided it is
3 within the statutory maximum; (e) the amount and terms of any
4 restitution order, provided it requires payment of no more than
5 \$50,000; (f) the term of probation or supervised release imposed by
6 the Court, provided it is within the statutory maximum; and (g) any
7 of the following conditions of probation or supervised release
8 imposed by the Court: the conditions set forth in Second Amended
9 General Order 20-04 of this Court; the drug testing conditions
10 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
11 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

12 23. The USAO agrees that, provided (a) all portions of the
13 sentence are at or below the statutory maximum specified above and
14 (b) the Court imposes a term of imprisonment of no less than 57
15 months, the USAO gives up its right to appeal any portion of the
16 sentence.

17 RESULT OF WITHDRAWAL OF GUILTY PLEA

18 24. Defendant agrees that if, after entering guilty pleas
19 pursuant to this agreement, defendant seeks to withdraw and succeeds
20 in withdrawing defendant's guilty pleas on any basis other than a
21 claim and finding that entry into this plea agreement was
22 involuntary, then (a) the USAO will be relieved of all of its
23 obligations under this agreement; and (b) should the USAO choose to
24 pursue any charge that was either dismissed or not filed as a result
25 of this agreement, then (i) any applicable statute of limitations
26 will be tolled between the date of defendant's signing of this
27 agreement and the filing commencing any such action; and
28 (ii) defendant waives and gives up all defenses based on the statute

1 of limitations, any claim of pre-indictment delay, or any speedy
2 trial claim with respect to any such action, except to the extent
3 that such defenses existed as of the date of defendant's signing this
4 agreement.

5 EFFECTIVE DATE OF AGREEMENT

6 25. This agreement is effective upon signature and execution of
7 all required certifications by defendant, defendant's counsel, and an
8 Assistant United States Attorney.

9 BREACH OF AGREEMENT

10 26. Defendant agrees that if defendant, at any time after the
11 signature of this agreement and execution of all required
12 certifications by defendant, defendant's counsel, and an Assistant
13 United States Attorney, knowingly violates or fails to perform any of
14 defendant's obligations under this agreement ("a breach"), the USAO
15 may declare this agreement breached. All of defendant's obligations
16 are material, a single breach of this agreement is sufficient for the
17 USAO to declare a breach, and defendant shall not be deemed to have
18 cured a breach without the express agreement of the USAO in writing.
19 If the USAO declares this agreement breached, and the Court finds
20 such a breach to have occurred, then: (a) if defendant has previously
21 entered guilty pleas pursuant to this agreement, defendant will not
22 be able to withdraw the guilty pleas, and (b) the USAO will be
23 relieved of all its obligations under this agreement.

24 27. Following the Court's finding of a knowing breach of this
25 agreement by defendant, should the USAO choose to pursue any charge
26 that was either dismissed or not filed as a result of this agreement,
27 then:
28

1 a. Defendant agrees that any applicable statute of
2 limitations is tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on
5 the statute of limitations, any claim of pre-indictment delay, or any
6 speedy trial claim with respect to any such action, except to the
7 extent that such defenses existed as of the date of defendant's
8 signing this agreement.

9 c. Defendant agrees that: (i) any statements made by
10 defendant, under oath, at the guilty plea hearing (if such a hearing
11 occurred prior to the breach); (ii) the agreed to factual basis
12 statement in this agreement; and (iii) any evidence derived from such
13 statements, shall be admissible against defendant in any such action
14 against defendant, and defendant waives and gives up any claim under
15 the United States Constitution, any statute, Rule 410 of the Federal
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
17 Procedure, or any other federal rule, that the statements or any
18 evidence derived from the statements should be suppressed or are
19 inadmissible.

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

22 28. Defendant understands that the Court and the United States
23 Probation and Pretrial Services Office are not parties to this
24 agreement and need not accept any of the USAO's sentencing
25 recommendations or the parties' agreements to facts or sentencing
26 factors.

27 29. Defendant understands that both defendant and the USAO are
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the
2 Court, (b) correct any and all factual misstatements relating to the
3 Court's Sentencing Guidelines calculations and determination of
4 sentence, and (c) argue on appeal and collateral review that the
5 Court's Sentencing Guidelines calculations and the sentence it
6 chooses to impose are not error, although each party agrees to
7 maintain its view that the calculations in paragraph 17 are
8 consistent with the facts of this case. While this paragraph permits
9 both the USAO and defendant to submit full and complete factual
10 information to the United States Probation and Pretrial Services
11 Office and the Court, even if that factual information may be viewed
12 as inconsistent with the facts agreed to in this agreement, this
13 paragraph does not affect defendant's and the USAO's obligations not
14 to contest the facts agreed to in this agreement.

15 30. Defendant understands that even if the Court ignores any
16 sentencing recommendation, finds facts or reaches conclusions
17 different from those agreed to, and/or imposes any sentence up to the
18 maximum established by statute, defendant cannot, for that reason,
19 withdraw defendant's guilty pleas, and defendant will remain bound to
20 fulfill all defendant's obligations under this agreement. Defendant
21 understands that no one -- not the prosecutor, defendant's attorney,
22 or the Court -- can make a binding prediction or promise regarding
23 the sentence defendant will receive, except that it will be within
24 the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 31. Defendant understands that, except as set forth herein,
27 there are no promises, understandings, or agreements between the USAO
28 and defendant or defendant's attorney, and that no additional

1 promise, understanding, or agreement may be entered into unless in a
2 writing signed by all parties or on the record in court.


3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 32. The parties agree that this agreement will be considered
5 part of the record of defendant's guilty plea hearing as if the
6 entire agreement had been read into the record of the proceeding.

7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE
9 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

10 TRACY L. WILKISON
United States Attorney

11 
12 _____
13 ERIK M. SILBER
Assistant United States Attorney

12/17/21

Date

14 _____
15 SCOTT V. SPINA, JR.
Defendant

Date

16 _____
17 THOMAS AMBROSIO
Attorney for Defendant Spina

Date

18
19
20 CERTIFICATION OF DEFENDANT

21 I have read this agreement in its entirety. I have had enough
22 time to review and consider this agreement, and I have carefully and
23 thoroughly discussed every part of it with my attorney. I understand
24 the terms of this agreement, and I voluntarily agree to those terms.
25 I have discussed the evidence with my attorney, and my attorney has
26 advised me of my rights, of possible pretrial motions that might be
27 filed, of possible defenses that might be asserted either prior to or
28 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),

1 promise, understanding, or agreement may be entered into unless in a
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 32. The parties agree that this agreement will be considered
5 part of the record of defendant's guilty plea hearing as if the
6 entire agreement had been read into the record of the proceeding.

7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE
9 FOR THE CENTRAL DISTRICT OF
10 CALIFORNIA

11 TRACY L. WILKISON
12 United States Attorney

13 _____
14 ERIK M. SILBER
15 Assistant United States Attorney

_____ Date

16 _____
17 SCOTT V. SPINA, JR.
18 Defendant

12/13/21

19 _____
20 THOMAS AMBROSIO
21 Attorney for Defendant Spina

_____ Date

12-13-21

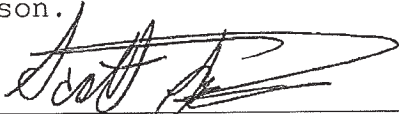
22 _____
23 THOMAS AMBROSIO
24 Attorney for Defendant Spina

_____ Date

25 CERTIFICATION OF DEFENDANT

26 I have read this agreement in its entirety. I have had enough
27 time to review and consider this agreement, and I have carefully and
28 thoroughly discussed every part of it with my attorney. I understand
the terms of this agreement, and I voluntarily agree to those terms.
I have discussed the evidence with my attorney, and my attorney has
advised me of my 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),

1 of relevant Sentencing Guidelines provisions, and of the consequences
2 of entering into this agreement. No promises, inducements, or
3 representations of any kind have been made to me other than those
4 contained in this agreement. No one has threatened or forced me in
5 any way to enter into this agreement. I am satisfied with the
6 representation of my attorney in this matter, and I am pleading
7 guilty because I am guilty of the charges and wish to take advantage
8 of the promises set forth in this agreement, and not for any other
9 reason.



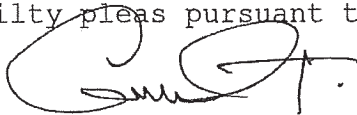
10
11 SCOTT V. SPINA, JR.
12 Defendant

12/13/21
13 Date

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15 CERTIFICATION OF DEFENDANT'S ATTORNEY

16 I am Scott V. Spina, Jr.'s attorney. I have carefully and
17 thoroughly discussed every part of this agreement with my client.
18 Further, I have fully advised my client of his rights, of possible
19 pretrial motions that might be filed, of possible defenses that might
20 be asserted either prior to or at trial, of the sentencing factors
21 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
22 provisions, and of the consequences of entering into this agreement.
23 To my knowledge: no promises, inducements, or representations of any
24 kind have been made to my client other than those contained in this
25 agreement; no one has threatened or forced my client in any way to
26 enter into this agreement; my client's decision to enter into this
27 agreement is an informed and voluntary one; and the factual basis set
28

1 forth in this agreement is sufficient to support my client's entry of
2 guilty pleas pursuant to this agreement.

3 

4 _____
THOMAS AMBROSIO
Attorney for Defendant Spina

12-13-21
_____ Date

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Exhibit A - Draft Information

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

SCOTT V. SPINA, JR.,

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 1341: Mail Fraud; 18
U.S.C. § 1343: Wire Fraud; 18
U.S.C. § 1028A(a)(1): Aggravated
Identity Theft; 18 U.S.C.
§ 981(a)(1)(C) and 28 U.S.C.
§ 2461(c): Criminal Forfeiture]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1341]

A. THE SCHEME TO DEFRAUD

1. Beginning on or around September 29, 2017, and continuing until at least on or about November 18, 2017, in Orange County, California within the Central District of California, and elsewhere, defendant SCOTT V. SPINA, JR., knowingly and with the intent to defraud, devised, participated in, executed, and attempted to execute a scheme to defraud as to material matters, and to obtain money and property by means of material false and fraudulent pretenses, representations, promises, and the concealment of material facts.

1 B. THE MANNER AND MEANS OF THE SCHEME TO DEFRAUD

2 2. The scheme to defraud operated, in substance, in the
3 following manner:

4 a. Defendant SPINA obtained former New England Patriots
5 player T.J.'s championship ring from the Super Bowl played for the
6 2016 National Football League season ("Super Bowl LI ring") by
7 providing T.J. at least one check that defendant SPINA knew was not
8 backed by sufficient funds in defendant SPINA's bank account.

9 Defendant SPINA then sold the ring to a well-known buyer of sports
10 rings, S.W., located in Orange County, California, for \$63,000.

11 b. Along with the Super Bowl ring, T.J. provided
12 defendant SPINA the written materials from the ring company that made
13 that Super Bowl ring ("the Ring Company"), including a document with
14 a web address and T.J.'s login and password for ordering Patriots
15 family collection materials. Defendant SPINA kept that material and
16 did not provide it to S.W. when he sold T.J.'s Super Bowl ring. That
17 collection included family and friends Super Bowl rings that Patriots
18 players could order, which were a little smaller than the Super Bowl
19 rings issued to players, but otherwise appeared very similar to the
20 Super Bowl LI ring. T.J., as a player on the championship team,
21 could order Super Bowl rings from the Ring Company, but they were not
22 available to purchase by members of the public, such as defendant
23 SPINA.

24 c. Defendant SPINA then called the Ring Company,
25 fraudulently identified himself as T.J., and started ordering three
26 family and friend Super Bowl LI rings with the name "Brady" engraved
27 on each one, which he falsely represented were gifts for the baby of
28 quarterback Tom Brady. Defendant SPINA, not T.J., was ordering the

1 rings and he did so by fraudulently claiming to be T.J. The rings
2 were at no time authorized by Tom Brady. Defendant SPINA intended to
3 obtain the three rings by fraud and to sell them at a substantial
4 profit.

5 d. On the same date that he started to order the rings
6 with Tom Brady's name on them, which was shortly after S.W. had
7 bought the T.J. Super Bowl ring from defendant SPINA, defendant SPINA
8 texted S.W. and told him that he was working "a deal out with brady
9 rings." Defendant SPINA then later falsely told S.W. that he knew
10 three nephews of Tom Brady, Tom Brady had purchased Friends/Family
11 Super Bowl rings for each of his nephews as gifts, and Tom Brady was
12 going to give the rings as a gift to his nephews at Thanksgiving.
13 Defendant SPINA falsely claimed that the nephews lived in
14 Massachusetts and were going to sell the rings to defendant SPINA.

15 e. On or about October 5, 2017, defendant SPINA and S.W.
16 entered into a written contract to purchase "Three (3) Tom Brady
17 Family 2016 New England Patriots Super Bowl LI World Championship
18 Rings." In the written contract, defendant SPINA represented that
19 the three rings "were ordered for Tom Brady directly from [the Ring
20 Company] for select family members," when defendant SPINA knew that
21 that representation was fraudulent. Instead, defendant SPINA had
22 ordered those rings by fraudulently claiming to be former Patriots
23 player T.J., and defendant SPINA knew the rings were not ordered by,
24 or authorized by, Tom Brady. In the written contract, S.W. agreed to
25 pay defendant SPINA \$81,500 for the three rings, with \$6,500
26 "[d]eposit to be wired" in advance and \$75,000 to pay due "at time of
27 pick-up" of the rings, which were not then available.

28

1 f. On or about October 5, 2017, defendant SPINA sent
2 overnight, via FedEx, the signed copy of the contract from New Jersey
3 to S.W. in Orange County, California, which S.W. received in Orange
4 County the next day.

5 g. On the same date that defendant SPINA and S.W. agreed
6 to the contract for the sale of the three Super Bowl rings, defendant
7 SPINA sent a \$31,757.86 certified bank check to the Ring Company to
8 pay for the three Super Bowl rings.

9 h. S.W. made three wire transfers on or about October 6,
10 7, and 9, 2017, to defendant SPINA to pay the \$6,500 deposit agreed
11 to in the contract. S.W. made the payments from Orange County,
12 California, to defendant SPINA in New Jersey.

13 A. USE OF THE MAIL

14 3. On or about October 6, 2017, defendant SPINA, for the
15 purpose of executing the above-described scheme to defraud, caused to
16 be delivered by a private or commercial interstate carrier, an
17 envelope sent by defendant SPINA using FedEx from New Jersey to S.W.
18 in Orange County, California, in the Central District of California,
19 containing a signed written contract to purchase "Three (3) Tom Brady
20 Family 2016 New England Patriots Super Bowl LI World Championship
21 Rings," which defendant SPINA represented that "were ordered for Tom
22 Brady directly from [The Ring Company] for select family members,"
23 when defendant SPINA knew that that representation was fraudulent.

COUNTS TWO THROUGH FOUR

[18 U.S.C. § 1343]

A. THE SCHEME TO DEFRAUD

1. Beginning in or around October 2017 and continuing until at least on or about November 18, 2017, in Orange County, California, within the Central District of California, and elsewhere, defendant SCOTT V. SPINA, JR., knowingly and with the intent to defraud, devised, participated in, executed, and attempted to execute a scheme to defraud as to material matters, and to obtain money and property by means of material false and fraudulent pretenses, representations, promises, and the concealment of material facts.

B. THE MANNER AND MEANS OF THE SCHEME TO DEFRAUD

2. The scheme to defraud operated, in substance, in the following manner:

a. Defendant SPINA obtained former New England Patriots player T.J.'s championship ring from the Super Bowl played for the 2016 National Football League season ("Super Bowl LI ring") by providing T.J. at least one check that defendant SPINA knew was not backed by sufficient funds in defendant SPINA's bank account. Defendant SPINA then sold the ring to a well-known buyer of sports rings, S.W., located in Orange County, California, for \$63,000.

b. Along with the Super Bowl ring, T.J. provided defendant SPINA the written materials from the ring company that made that Super Bowl ring ("the Ring Company"), including a document with a web address and T.J.'s login and password for ordering Patriots family collection materials. Defendant SPINA kept that material and did not provide it to S.W. when he sold T.J.'s Super Bowl ring. That collection included family and friends Super Bowl rings that Patriots

1 players could order, which were a little smaller than the Super Bowl
2 rings issued to players, but otherwise appeared very similar to the
3 Super Bowl LI ring. T.J., as a player on the championship team,
4 could order Super Bowl rings from the Ring Company, but they were not
5 available to purchase by members of the public, such as defendant
6 SPINA.

7 c. Defendant SPINA then called the Ring Company,
8 fraudulently identified himself as T.J., and started ordering three
9 family and friend Super Bowl LI rings with the name "Brady" engraved
10 on each one, which he falsely represented were gifts for the baby of
11 quarterback Tom Brady. Defendant SPINA, not T.J., was ordering the
12 rings and he did so by fraudulently claiming to be T.J. The rings
13 were at no time authorized by Tom Brady. Defendant SPINA intended to
14 obtain the three rings by fraud and to sell them at a substantial
15 profit.

16 d. On the same date that he started to order the rings
17 with Tom Brady's name on them, which was shortly after S.W. had
18 bought the T.J. Super Bowl ring from defendant SPINA, defendant SPINA
19 texted S.W. and told him that he was working "a deal out with brady
20 rings." Defendant SPINA then later falsely told S.W. that he knew
21 three nephews of Tom Brady, Tom Brady had purchased Friends/Family
22 Super Bowl rings for each of his nephews as gifts, and Tom Brady was
23 going to give the rings as a gift to his nephews at Thanksgiving.
24 Defendant SPINA falsely claimed that the nephews lived in
25 Massachusetts and were going to sell the rings to defendant SPINA.

26 e. On or about October 5, 2017, defendant SPINA and S.W.
27 entered into a written contract to purchase "Three (3) Tom Brady
28 Family 2016 New England Patriots Super Bowl LI World Championship

1 Rings." In the written contract, defendant SPINA represented that
2 the three rings "were ordered for Tom Brady directly from [the Ring
3 Company] for select family members," when defendant SPINA knew that
4 that representation was fraudulent. Instead, defendant SPINA had
5 ordered those rings by fraudulently claiming to be former Patriots
6 player T.J., and defendant SPINA knew the rings were not ordered by,
7 or authorized by, Tom Brady. In the written contract, S.W. agreed to
8 pay defendant SPINA \$81,500 for the three rings, with \$6,500
9 "[d]eposit to be wired" in advance and \$75,000 to pay due "at time of
10 pick-up" of the rings, which were not then available.

11 f. On or about October 5, 2017, defendant SPINA sent
12 overnight, via FedEx, the signed copy of the contract from New Jersey
13 to S.W. in Orange County, California, which S.W. received in Orange
14 County the next day.

15 g. On the same date that defendant SPINA and S.W. agreed
16 to the contract for the sale of the three Super Bowl rings, defendant
17 SPINA sent a \$31,757.86 certified bank check to the Ring Company to
18 pay for the three Super Bowl rings.

19 h. S.W. made three wire transfers on or about October 6,
20 7, and 9, 2017, to defendant SPINA to pay the \$6,500 deposit agreed
21 to in the contract. S.W. made the payments from Orange County,
22 California, to defendant SPINA in New Jersey.

23 C. USE OF THE WIRES

24 3. On or about the dates listed below, defendant SPINA, for
25 the purpose of executing the above-described scheme to defraud,
26 caused the transmission by means of wire communication in interstate
27 and foreign commerce, the following transfers of money, from S.W.,
28 using a Zelle banking app from Orange County, California, in the

1 Central District of California, from S.W.'s Bank of America account,
 2 to defendant SPINA's PNC account in New Jersey:
 3

<u>Count</u>	<u>Date</u>	<u>Act</u>
TWO	October 6, 2017	S.W. wired defendant SPINA \$2,500 with the description "1st Payment on our agreed upon \$6,500 DEPOSIT of our October 5, 2017 CONTRACT for #3# Tom Brady Family 2016 New England Patriots Super Bowl Rings! Balance of \$4,000 remaining."
THREE	October 7, 2017	S.W. wired defendant SPINA \$2,500 with the description "2nd Payment on our agreed upon \$6,500 DEPOSIT of our October 5, 2017 CONTRACT for three 3 Tom Brady Family 2016 New England Patriots Super Bowl Rings! Balance of \$1,500 remaining."
FOUR	October 9, 2017	S.W. wired defendant SPINA \$1,500 with the description "3rd Payment on our agreed upon \$6,500 DEPOSIT on our October 5, 2017 CONTRACT for 3-Tom Brady Family 2016 New England Patriots Super Bowl Rings! Balance of deposit is paid in-full."

COUNT FIVE

[18 U.S.C. § 1028A(a)(1)]

On or about October 4, 2017, in Orange County, California, within the Central District of California, and elsewhere, defendant SCOTT V. SPINA, JR., knowingly used, without lawful authority, a means of identification that defendant SPINA knew belonged to another person, namely, the name "T.J.," during and in relation to the offense of Mail Fraud, a felony violation of Title 18, United States Code, Section 1341, as charged in Count One of this Information.

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FORFEITURE ALLEGATION

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

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3 1. Pursuant to Rule 32.2 of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 981(a)(1)(C) and Title 28, United States
7 Code, Section 2461(c), in the event of the defendant's conviction of
8 the offenses set forth in any of Counts One through Five of this
9 Information.

10 2. The defendant, if so convicted, shall forfeit to the United
11 States of America the following:

12 (a) All right, title, and interest in any and all
13 property, real or personal, constituting, or derived from, any
14 proceeds traceable to any of the offenses; and

15 (b) To the extent such property is not available for
16 forfeiture, a sum of money equal to the total value of the property
17 described in subparagraph (a).

18 3. Pursuant to Title 21, United States Code, Section 853(p),
19 as incorporated by Title 28, United States Code, Section 2461(c), the
20 defendant, if so convicted, shall forfeit substitute property, up to
21 the value of the property described in the preceding paragraph if, as
22 the result of any act or omission of the defendant, the property
23 described in the preceding paragraph or any portion thereof (a)
24 cannot be located upon the exercise of due diligence; (b) has been
25 transferred, sold to, or deposited with a third party; (c) has been
26 placed beyond the jurisdiction of the court; (d) has been

27 //

28 //

1 substantially diminished in value; or (e) has been commingled with
2 other property that cannot be divided without difficulty.

3
4 TRACY L. WILKISON
United States Attorney

5
6
7 SCOTT M. GARRINGER
8 Assistant United States Attorney
Chief, Criminal Division

9
10 MARK A. WILLIAMS
Assistant United States Attorney
11 Chief, Environmental and Community
Safety Crimes Section

12 ERIK M. SILBER
13 Assistant United States Attorney
Environmental and Community Safety
14 Crimes Section

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