IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION

UNITED STATES OF AMERICA,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Case No. 2:21-cr-25
	§	
	§	
BART WADE REAGOR,	§	
	§	
Defendant.	§	

BART REAGOR'S MOTION FOR JUDGMENT OF ACQUITTAL

Defendant Bart Reagor, through undersigned counsel, respectfully moves this Court, pursuant to Rule 29(c) of the Federal Rules of Criminal Procedure, for judgment of acquittal on Count Three of the Indictment in this case. The evidence submitted at trial was insufficient to sustain Mr. Reagor's conviction. In the alternative, Mr. Reagor moves for a new trial pursuant to Rule 33 of the Federal Rules of Criminal Procedure.

Introduction

The government has juxtaposed criminal culpability with civil breach of contract principles. Its charging theory attempted to rely only on the objective and contractual definitions of the term "working capital," without proving—or even discussing—its subjective meaning to Mr. Reagor: his *mens rea*.

Unlike a "standard" case under 18 U.S.C. § 1014, Reagor did not simply apply for a construction loan and then abscond to a private island with the money. He and his entities (for which he and his partner Rick Dykes were personally liable) applied for a "working capital" loan, allowed International Bank of Commerce (IBC) and their lawyers to do months of due diligence on their company, and then reimbursed themselves—through documented owner

distributions—for money they had personally invested into Reagor-Dykes Auto Group (RDAG) prior to the IBC loans. IBC only noticed these distributions because of CFO Shane Smith's massive (and unrelated) floorplan fraud and the ensuing financial collapse of the RDAG—nearly a year after the loan was disbursed.

Mr. Reagor was later criminally charged with misrepresenting his need for "working capital," and proceeding to use portions of this loan for some use other than "working capital." There was one problem: no government witness provided the same definition of "working capital" as did the others. No government witness could agree on any definition of "working capital" based on the language of the loan agreement itself. And no government witness testified to what Reagor meant when he used the term "working capital." Put simply, the government charged and convicted Mr. Reagor for telling a lie that no government evidence or witness could ever define.

Even more concerning, the defense's contract and banking experts testified that owner distributions—just like the ones taken by Reagor and Dykes—would have been an acceptable use of these loan funds under both the language of the loan agreement and accepted industry definitions of "working capital." Indeed, these experts testified that working capital is precisely the source from which owner distributions *should* be made. One such expert testified that he had seen seven different definitions of working capital offered during this trial and that, given the various definitions, the parties cannot know what the term means—or what it excludes—unless the contract defines it. It did not.

Instead, the loan agreement prohibited very specific uses of working capital while remaining silent as to others. According to Texas A&M law professor Franklin Snyder, this

meant the contract actually permitted the owner distributions taken by Bart Reagor and Rick Dykes.

Regardless, Bart Reagor was convicted on Count Three of the Indictment, charging that he knowingly made a false statement to a bank in order to procure a loan, in violation of 18 U.S.C. § 1014:

> Reagor falsely represented that the purpose of the loan was for working capital, when in truth and in fact, as defendant well knew, the defendant intended to divert part of the loan proceeds to defendant's personal bank account.

[Indictment (ECF 1, page 6)]

Due to the dearth of evidence supporting Reagor's criminal intent, this case should have been disposed of via Rule 29(a). The Court and the parties now have the opportunity to see justice served via Rule 29(c).

Procedural Posture

On April 22, 2021, Bart Reagor was indicted on two counts of bank fraud, in violation of 18 U.S.C. § 1344, and on one count of false statement to a bank, in violation of 18 U.S.C. § 1014. Trial commenced on October 11, 2021, with jury selection, and went to the jury on October 14, 2021, after the close of evidence, closing arguments and jury instructions.[1]

On three occasions, the jury sent notes to the court stating that it was deadlocked. See Note 2: "We are Deadlocked;" Note 3: "There is no way we can be unanimous. Can we at least be dismissed for the day"; and Note 6: "We are still deadlocked with no agreement. We have been through all the evidence. All jurors say they will not reconsider their vote."[2]

Reagor, through counsel, then moved for a mistrial. (Tr. 721, l. 10-12)) The Court reserved decision (Tr. 722, l. 2-3) and read the Fifth Circuit Pattern Instruction of the modified

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1 (ECF 87 through 91)

2 (ECF 96, pp. 3, 5, and 9)

Allen charge.[3] Later that afternoon, on October 15, 2021, the jury returned its verdict. (ECF 97) It found Reagor not guilty on both bank fraud counts (One and Two) but guilty of Count Three, false statement to a bank. This Court then denied the motion for a mistrial[4] and allowed an extension of time until December 13, 2021 for Reagor to file post-trial motions, including the instant motion.[5]

ARGUMENT

I. THE STANDARD ON A RULE 29 MOTION

In reviewing a sufficiency of the evidence claim, this Court must consider whether "a rational trier of fact could have found that the evidence established the essential elements of the offense beyond a reasonable doubt." *United States v. Lopez*, 75 F.3d 575, 577 (5th Cir. 1996). The Rule 29 review is "highly deferential to the verdict," and the evidence is considered "in the light most favorable to the government with all reasonable inferences and credibility choices made in support of a conviction." *United States v. Najera Jimenez*, 593 F.3d 391, 397 (5th Cir. 2010) (citation omitted). A jury "may choose among any reasonable constructions of the evidence." *United States v. Masha*, 990 F.3d 436, 442 (5th Cir. 2021).

II. A CONVICTION UNDER 18 U.S.C. § 1014 REQUIRES PROOF THAT MR. REAGOR KNOWINGLY MADE A FALSE STATEMENT

At the conclusion of the evidence at trial, this Court defined each of the elements that the government must prove to find Mr. Reagor guilty of making a false statement under 18 U.S.C. § 1014:

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[3] (Tr. 725 -27). Throughout this Memorandum, numbers following "Tr." refer to pages of the trial transcript and numbers following "l" refer to the lines on the transcript pages).

[4] (ECF 99)

[5] (ECF 105)

> For you to find the defendant guilty of Count Three, you must be convinced that the Government has proved each of the following beyond a reasonable doubt:
>
> First: That the defendant made a false statement to International Bank of Commerce as charged;
>
> Second: That the defendant knew the statement was false when the defendant made it;
>
> Third: That the defendant did so for the purpose of influencing a lending action of the institution, convincing the bank to give the defendant a loan for working capital; and
>
> Fourth: That International Bank of Commerce was federally insured.[6]

"The *mens rea* requirement of the statute [§ 1014] requires the Government to prove that the defendant acted 'with knowledge.'" *United States v. Bowman*, 783 F.2d 1192, 1197–98 (5th Cir. 1986); *United States v. Lentz*, 524 F.2d 69, 71 (5th Cir. 1975).

The Court followed Fifth Circuit Pattern Instruction 1.41 in instructing the jury on this knowledge requirement: "knowingly…means that the act was done voluntarily and intentionally, not because of mistake or accident."[7] *See U.S. v. Stephens*, 779 F.2d 232, 241-42 (5th Cir. 1985)(citing *U.S. v. Johnson*, 585 F.2d 119, 125 (5th Cir. 1978)). To convict, "the relevant inquiry concerns [the defendant's] intent, not the bank's." *United States v. Sandlin*, 589 F.3d 749, 755 (5th Cir. 2009). While a jury "may choose among any reasonable constructions of the evidence," *United States v. Masha*, 990 F.3d 436, 442 (5th Cir. 2021), there is nothing the

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6 [Tr. 630, l. 20 – Tr. 631, l. 7](emphasis added). This Court's instruction tracks the language approved by the Fifth Circuit:

> To state an offense under 18 U.S.C. § 1014, the Government must adequately allege that "(1) the defendant knowingly and willfully made a false statement to the bank, (2) the defendant knew that the statement was false when he made it, (3) the defendant made the false statement for the purpose of influencing the bank to extend credit, and (4) the bank to which the false statement was made was federally insured." *United States v. Sandlin*, 589 F.3d 749, 753 (5th Cir. 2009).

7 Tr. 628.

government can point to in the evidence in this trial that the jury could have construed as demonstrating Reagor's subjective intent.

The Conflicting Trial Evidence Relating to "Working Capital."

In its pre-trial Order in Limine, this Court made clear the charge against Reagor turned on his understanding of "working capital":

> The government's allegations are specific. In particular, the government claims that Mr. Reagor: (1) represented the IBC loan 'was working capital,' and (2) deposited the IBC funds into his personal account on two occasions."[8]

Far from specifically proving that Mr. Reagor knew that "working capital" meant "no distributions," even the government's witnesses could not agree on its basic definition.

Government expert Steve Dawson was of the view that working capital cannot be used for distributions. As the prosecutor told the jury:

> Steve Dawson, a certified public accountant and certified fraud examiner, he will tell you what working capital is, and that the defendant's immediate distribution of the working capital loan proceeds into his personal account is inconsistent with working capital.[9]

Mr. Dawson later explained:

> A. Working capital loan proceeds, based on the definition of working capital, [are] to provide for current operations of the business, which includes those daily expenses associated with keeping the lights on.[10]

Yet on cross-examination, he admitted that the loan agreement itself left the term undefined:

> Q. And working capital is one of the most fundamental terms we're dealing with in terms of whether or not this contract was violated or whether bank fraud occurred, right?

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8 (ECF 75, p. 2)
9 [Tr. 21, l. 20-24]
10 [Tr. 443, l. 4- 11]

A. Yes sir.

Q. So the most important term, or a very important term, working capital, is not defined in the very document that this jury has to ultimately analyze . . . ?

A. Correct.[11]

Thomas Hutchison, the attorney who drafted the loan agreement, agreed that it only limited working capital from being used, "for the purpose of purchasing or carrying any margin security or margin stock" (Tr. 99, l. 3-4). In the process, he also noted that the term "working capital" was only mentioned once in the agreement and otherwise undefined.[12]

Bill Schonacher, the president of the bank, testified that he never read the loan agreement before it was finalized.[13] While it remained unclear whether he had reviewed the document before his testimony, he also agreed that working capital was not otherwise defined in the loan agreement.[14] He then conceded that the GAAP provisions, referenced in the loan agreement, define working capital as follows:

A. Working capital is the differential between current assets and current liabilities.

Q. Meaning, once you subtract liabilities from the company's assets, that is working capital?

A. Yes, sir.

Q. And that can be used for legitimate purposes, right?

A. General business purpose, yes.[15]

The GAAP definition does not bar the use of working capital to make distributions, and the loan agreement in this case provided that if a term was used and not defined, the

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11 (Tr. 450, l. 24 – 451, l. 7)
12 (*See* Tr. 110)
13 (Tr. 85, l. 2-4)
14 (*See* Tr. 77-8)
15 (Tr. 78, l. 19 – 24)

GAAP definitions would apply.[16] The GAAP definition was therefore the closest thing to an agreed definition of working capital that the government ever provided in this trial.

Steve Reinhart, a cooperating witness called by the government, testified that he had been an attorney and while working in Reagor's companies he had supervised two attorneys and assisted with transactions such as the loan agreement in this case. He told the jury that this was a working capital loan and had he known that Mr. Reagor was planning to use part of the loan proceeds to pay owner distributions that:

> I would have told him that you can't move the proceeds of that loan into personal or private accounts.[17]

But Reinhart's testimony provides no insight into Reagor's state of mind, because he never told Mr. Reagor of his view on this matter. Moreover, on cross-examination, he admitted that he, too, did not know the definition of working capital:

> Q. Okay. Do you know what the definition of working capital is?
>
> A. Not the -- not the Webster's definition, no, sir, I don't.
>
> Q. Okay. Do you know what the accounting definition of working capital is?
>
> A. No, sir, I don't.
>
> Q. Do you know what the business definition of working capital is?
>
> A. No sir.[18]

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16 (Tr. 110, l. 10-14)
17 (Tr. 363, l.20-21)
18 (Tr. 369, l. 3- 15)

Professor Franklyn Snyder, called as a defense expert witness, testified:

> . . . working capital, once it comes into the company, is used for any of the purposes, any business purpose of the company.
>
> *And when I say "business purpose," paying the owners of the company for their investment is one of the recognized legitimate business purposes for using working capital.* All distributions, any distribution like any other payment comes out of working capital.
>
> Now, there are some other -- there are -- again, there are a number of uses -- let me be clear. There are a number of ways people use the term working capital.[19]

Professor Snyder explained further:

> . . . I have heard at least seven of them [working capital] in this classroom . . . courtroom.[20]

Mr. Steven Fried, another defense expert, testified as follows:

> Q. Are you in agreement ultimately that using this working capital money under this loan agreement as a distribution was consistent with what the bank put into this loan agreement?
>
> A. Yeah. . . . On the day that the bank deposited the proceeds of the first or the second loan, on the day they deposited that, it went into the company's cash account. By definition, it went into working capital.
>
> Q. And, by definition, once it goes into their account and is working capital, are you saying that they're then free to use it in this way as a distribution?
>
> A. In my experience, bankers, when they make a loan for so-called working capital, it's used at the discretion of the company's management. Whatever the company decides to do with that money, that's part of work -- it's an adjustment on working capital.[21]

The confusion amongst the government's witnesses demonstrates that "working capital" is an objectively nebulous term. It also demonstrates that the loan agreement did not provide an agreed definition of this otherwise nebulous term. Mr. Reagor's

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19 (Tr. 499, l. 8- 20) (emphasis added)
20 (Tr. 499, l. 8-22)
21 (Tr. 518, l. 15- 25 – Tr. 519, l. 1- 13)

guilt or innocence, however, turns on his subjective view of the meaning of "working capital." On this point, the government's witnesses and evidence provided no proof. Perversely, the government relied on IBC's internal loan memorandum to provide proof-positive of Mr. Reagor's subjective understanding of the term "working capital." But Mr. Reagor did not provide IBC with this memorandum—nor did he ever even see it or participate in creating it.

The Lack of Any Evidence that Reagor Knowingly Made a False Statement

The only testimony about what Mr. Reagor told the bank came from bank president William Schonacher during a meeting he had with Mr. Reagor, held in Reagor's Lubbock office on April 4, 2017:[22]

> Q: According to the defendant and the other Reagor Dykes representatives, why did Reagor Dykes need a loan?
>
> A. They needed . . . they needed working capital because their business was growing so rapidly.[23]

There was no discussion between the two of them—Reagor and Schonacher—as to what either meant by "working capital." Nor can that proof be found in the wording of Government Exhibit 4, the bank's "Commercial Loan Memorandum."[24] That document recites that "all the $10,000,000 will be used to inject equity into the various entities . . . underneath the Reagor-Dykes automotive group (RDAG) umbrella."[25] Yet this is a bank document circulated only amongst the bank's loan officers and never shown to Reagor. On cross-examination, Schonacher admitted as much:

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22 (Tr. 46, l. 9-18)
23 (Tr. 48, l. 6-9)
24 (Tr. 55, l. 14-18)
25 (Tr. 58, l. 3-6)

> Q. Mr. Reagor is not bound by 4. Mr. Reagor is bound by 2, right?
>
> A. Correct.[26]

William Woodring—the banker responsible for the loan in question—explained that Government's Exhibit Four was created internally by bank personnel:

> A. It's a commercial loan memorandum, so it's essentially a summary of the loan request…
>
> Q. And who prepared this memorandum?
>
> A. I did, along with the help of a few others at the bank.[27]

On cross examination, Woodring explained that Reagor-Dykes personnel played no role in preparing this loan memorandum:

> Q. Now, agree with me that the loan memorandum is an internal document to IBC?
>
> A. Yes.
>
> Q. In other words, you don't take that loan memorandum and then show it to Reagor-Dykes after you prepare it, do you?
>
> A. No.[28]

Despite these admissions, the government clung to that language as if it had been what Reagor had actually said to the bankers:

> What was represented? The entirety of the proposed $10,000,000 loan will be used to inject equity, or money, into the Reagor-Dykes Auto Group.[29]

That argument impermissibly walks away from the charge in this case, which, as this Court made clear in its Order in Limine, was that the false statement charged was that Mr.

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[26] (Tr. 89, l. 17-19). The mention of "number 2" referred to Government Exhibit 2, which was the loan agreement that Mr. Reagor signed, and "number 4" referred to Government Exhibit 4, which was the bank's internal Commercial Loan Memorandum, which Reagor did not sign nor even see.

[27] (Tr. 149, l. 8-12)

[28] (Tr. 190, l. 11-25)

[29] (Tr. 640, l. 3- 5)

Reagor had "represented the IBC loan 'was working capital,'" not that "the entirety of the proposed $10,000,000 loan will be "used to inject equity, or money, into Reagor-Dykes Auto Group."

The government witnesses' confusion about the meaning of "working capital" is best illustrated in CFO Shane Smith's direct examination:

> Q. During that meeting, did the defendant, or anyone else, ever tell IBC Bank that the working capital loan proceeds will be used for the defendant's personal use or benefit?
>
> A. No, sir.
>
> Q. Was that ever discussed at all?
>
> A. No, sir…[30]

This inquiry improperly framed the government's own theory. The question is not whether Reagor (or RDAG) told the bank about what they would do with this money once it reached the business's account.[31] "Working capital" is money in a business's account to be used however the business sees fit in running its affairs. Even the government's bank witness Will Woodring agreed, referring to it as the "lifeblood" of a business or a "cash cushion."[32] The question was therefore whether the bank—or Reagor and his company—put any limitations on taking *owner distributions* when they defined "working capital" in the loan negotiation and agreement. The government produced no evidence of any such limitation.

Further, Bart Reagor and Rick Dykes were co-owners of the RDAG and all of its various entities. Injecting money into RDAG, as Mr. Schonacher testified, was in fact synonymous with distributing portions to its owners—Reagor and Dykes. It was therefore a permissible use of the

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30 (Tr. 224, l. 19-24)
31 *See* (Tr. 179, l. 4-6)
32 (Tr. 179, l. 4-10)

working capital loan that IBC had provided RDAG, and the government never produced a scintilla of evidence to the contrary.[33]

The government again unveiled its obfuscation of the facts and law in its rebuttal, arguing:

> The only reason the defendant got that loan was by fraud. He told IBC Bank he needed money to operate his dealerships. *That was a lie* because it omitted the material fact that he intended to take the money for himself.[34]

This argument mischaracterizes what Reagor actually told the bank and again subverts the inquiry necessitated by the government's charge. No testimony or documentary evidence supports the government's rebuttal argument that Reagor told the bank that he wanted this loan "to operate his dealerships." Again, even if Reagor had so stated, the government presented no evidence that he subjectively believed that operating his dealerships excluded owner distributions and therefore was not a permissible use of working capital. Certainly, the loan agreement between these parties did not provide an objective definition to outlaw that use of this "working capital."

Even if Reagor had explicitly told IBC he wanted the loan for "working capital," the record shows that this term is so ambiguous it proves nothing about his intent to misuse the loan's proceeds. The record demonstrates that Reagor's (or anyone's) subjective understanding of "working capital," could have easily included using the money for owner distributions, as he

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[33] In fact, the only evidence is to the contrary, as demonstrated by the communications during negotiation of the loan agreement. The communications not only advised the bank that owner disbursements were contemplated but implicitly established that disbursements to the owners were permitted.

The initial draft loan agreement was prepared by IBC and sent to Reagor Dykes (Def. Exs. 26-7). Section 7.12 of the June 23rd draft agreement prohibited distributions to owners, other than for tax purposes. (Def. Ex. 26, pg. 29). Shane Smith replied to IBC (specifically to Messrs. Hutchison, Woodring, et al.) on June 26, 2017 and stated, "Section 7.12—Should be removed. Owners have cancelled disbursements as of March 2017, but I don't recall this being a requirement for the future." (Def. Ex. 25, pg. 31). In response, rather than further addressing requirements for the future, IBC changed section 7.12 in the final loan agreement to explicitly permit distributions to owners as long as the agreement was not in default. (Def. Ex. 30, pg. 29). The subsequent loan agreement versions, including the executed agreement, had this same language in Section 7.12, allowing for owner distributions.

[34] (Tr. 680, l. 6-9)(emphasis added)

did. Without more specific evidence about Reagor's intent in applying for this loan, his § 1014 conviction cannot stand.

The government seeks its last refuge in its Exhibit 41, in which Mr. Reagor tells his associates that he wants some of the loan money used for distributions. As the government told the jury in its opening:

> The defendant lied to IBC Bank because he intended all along to take a portion of this money, as evidenced by an e-mail he drafted six weeks before closing on the loan.

And later in its opening:

> The defendant instructed his chief financial officer and directed him that he wanted one-third of the loan proceeds from IBC Bank to be split between the defendant and his business partner. The defendant made it clear in this e-mail that the one-third in loan proceeds was theirs, and the leftover amount was to be kept in the business and used for the business.[35]

Mr. Reagor's plan to use part of the loan for distributions is not the point. The government was obliged to show that he *knew* this plan was outside the scope of what he knew working capital could be used for, and there was no proof of that knowledge.

Nor was the reaction to that email a basis for the jury to find that Mr. Reagor had knowledge that he could not use the loan in part for distributions. Shane Smith, the chief cooperating government witness, testified that after receiving this email, he never told Reagor that this use was impermissible. "I just didn't," he told the jury.[36] In fact, CFO Smith's response to this supposedly incriminating email was: "Awesome. I will ensure it is executed exactly as written."[37] Mr. Smith also agreed that Reagor "was never told by you that he couldn't use the funds in the manner he did."[38]

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35 (Tr. 15, l. 22-24)
36 (Tr. 239, l. 11)
37 (Tr. 240, l. 1-20)
38 (Tr. 261, l. 20-21)

Nor is the fact that the email tells the recipients not to tell anybody about its planned use, including banks, proof of guilty knowledge. The email stated:

> How we are going to handle this capital is 100,000,000 percent confidential between us and is not --- in bold and in all caps -- anyone else's business. Nobody's. No bankers or anyone else. Our business. Game on.

This is not proof that Mr. Reagor knew that the term working capital precluded use of some of the loan for owner distributions. The email never mentions that. And there are many reasons for keeping such a loan and its uses confidential from Reagor's many bankers or from "anyone else." This email was not directed at keeping something quiet from IBC, since that bank was never mentioned.

Finally, not even the jury saw this email as relating to this loan and the bank involved. The prosecution in its closing argument told the jury to see the email as follows:

> Government's Exhibit 41. One of the documents you should first look to, I suggest, when you go back to the jury room because it very clearly and very succinctly lays out the fraud scheme.[39]

Yet the jury obviously did not see the email as incriminating. It acquitted Mr. Reagor of the two charges the government had said were proven by the email. This was likely because if that email had been the "fraud scheme," as the government told the jury, it would not have been an instruction put in writing. Moreover, had Reagor wanted the instruction this email spoke about to be secret from IBC, he would not have instructed Mr. Smith to take the owner distributions from a newly-setup IBC bank account where all of the IBC bankers could monitor what he was doing with the loan money.

[39] (Tr. 641, l. 1 25 – 642, l. 3.)

In closing, the prosecutor offered a summary of the IBC's bank president's testimony:

> You had the opportunity to observe Mr. Schonacher [IBC's president], and I want you to recall at the end when I asked him, you know: How did that loan default affect you? And you may recall, his face turned red, and you could tell he was agitated, and he told you, he said: You know, I'm the president of that bank, and the depositors, the people just like you that put money into the bank, they expect me to be careful stewards with their money.[40]

That testimony is not evidence that Reagor knowingly misled the bank. If anything, it is evidence that the bank president wanted the loan proceeds used in the manner *he* understood working capital to be defined. He should have made that clear to Mr. Reagor by so defining that term in the loan agreement.[41]

One thing was proved at this trial beyond all doubt, namely, that knowledgeable people disagree on the definition of working capital – so much so that one expert commented that the only way to clarify what the term means in any particular transaction is to define the term in the contract, or loan agreement, involved. That was not done here.

The government presented no evidence that Reagor knowingly misled the bank when he allegedly told them he planned to use the loan proceeds as working capital. In light of the varying definitions of the term, that proof is crucial. Without it, there was insufficient proof on the critical element of the offense that Mr. Reagor made a knowingly false statement in applying for a working capital loan from IBC.

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[40] (Tr. 648, l. 14 – 22)

[41] The government was simply not correct when, in closing, it told the jury that the contract terms are not the issue here because "whether what Reagor did violated the terms of the loan agreement, that's a breach of contract issue, completely relevant to fraud it has no bearing at all" (Tr. 679, l. 25 – 680, l. 3) That is not true. Had the contract specified that working capital could not be used to pay owner distributions, and Mr. Reagor had then signed that contract, it would have been proof that he knew that working capital could not be used as he intended, and the government would have held this out as clear proof of a knowing false statement. They cannot do so because the contract did not so provide. And the absence of such a clarification is more proof that Reagor did not know.

CONCLUSION

For the foregoing reasons, a judgment of acquittal should enter here, pursuant to Rule 29(c) of the Federal Rules of Criminal Procedure. In the alternative, this court should grant a new trial pursuant to Rule 33.

Respectfully submitted,
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CERTIFICATE OF SERVICE

I certify that on December 13th, 2021, I filed the foregoing motion in the electronic case filing system for the Northern District of Texas, which serviced notice on all parties.

/s/ Dan L. Cogdell