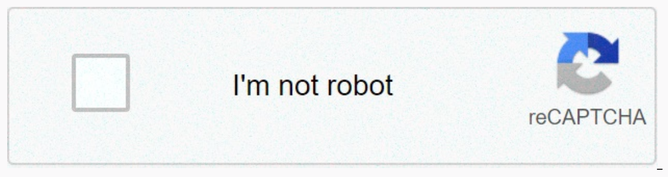

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Where is karen leanne dees

Leanne Dees appeals her jury conviction for mail and wire fraud in violation of 18 U.S. C§ 1341 and 1343. We have jurisdiction over the defendant's timely appeal under U.S. 28. C § 1291. We confirm. On January 13, 1989, The Dees responded to an ad in a local Arkansas newspaper by Carolyn Burtch, a California resident hoping to privately adopt a child. Dee identified himself as Karen Young. Dees made an agreement with Burtches under which she would receive $400 a month in living expenses during pregnancy. In turn, Dees agreed to place his children for adoption with Burtches. From February to May 1989, Burtches regularly contacted Dees and provided her with the necessary living expenses. Burtches testified that they had no doubt that they would adopt dees child. Dees often referred to the baby she carries as Carolyn's baby. However, in late March 1989, a lawyer in Arkansas, Jerry Lovelace, contacted attorney Danny Stidham. Stidham identifies herself as representative of Leanne Dees and her husband Frank. Stidham said that his clients were eager to bring their unborn child to adoption and the desired Lovelace assistance. On 21 April 1989, Stidham informed Lovelace that his clients had not eaten in the last two days and therefore a signed agreement was needed as soon as possible. On June 8, 1989, Dees signed an intention to accept a contract under which Lovelace's clients would pay $400 a month in living expenses for Dees and Dees could place her unborn child for adoption by Lovelace clients. On May 14, 1989, Dees called Burtcha to wish her a happy Mother's Day. She did not indicate that her plans to place the unborn child for adoption by Burtches had changed. Dees also did not mention her arrangement with Lovelace's clients. This conversation was charged with ten charges (for which she was convicted). It was around this time that Carolyn Burtch began discussing the possibility of adopting a second child at the same time as the Dees baby. At the time, the dances apparently did not express any protest against this proposal. On May 29, 1989, Dees called Burtch and told her that she and her husband wanted to move to Nevada to be closer to Burtches. Dees told Burtch that she needed the money, and the next day, Burtch wired $200 to Arkansas. This transfer of funds was collected as an amount of six charges (for which she was convicted). On May 31, 1989, Jerry Lovelace gave the Dees a check amount of $400 for living expenses for the month of June. Lovelace has never had any further contact with Dees, Dees' husband, or Stidham, Dees's attorney. The first week of June, Dees called Carolyn Burtch and told her she was on her way to Las Vegas. Burtch wired additional features for dees. On June 21, 1989, Dees informed Burch that she needed additional funds. Burtch wired $100 to the Dees. Burtch contacted Dees again. Lovelace tried to contact Dees and found a thrown box outside her vacant apartment. Included in the box was Carolyn Burtch's phone number. Lovelace contacted Burtch in California. In August, 1989, Burtch discovered that Dees, whom she was known as Karen New, was staying at the Heritage Hotel in Sherman Oaks, California. Burtch visited Dees and Dees told Burtch that she had the impression that Burtches had lost interest in her child because they had not sent her additional funds. Dees told Burtch that another couple would adopt their child. This was the first time that Dees informed Burtch that she had changed her mind. The child was born on September 11, 1989 with Down syndrome. The child was not taken by any of the couples. On June 2, 1990, Dees called Debbie Free, a resident of Los Angeles, California, and told her that she lived in Las Vegas and was five months pregnant. The call was in response to an ad posted in an Arkansas newspaper. Dees told Freeman that she was interested in having a baby in Los Angeles with the same doctor who had delivered her previous child. The next day, Dees phoned Freeman and said she was scornful, homeless and hungry. Freeman wired funds to the Dees to pay the hotel bill in Las Vegas and provide him with enough funds to travel with his child to Los Angeles and eat. This transfer was charged as a number seven charges (for which Dees was convicted). Freeman and her lawyer, Randi Barrow, accompanied Dees on a trip to the doctor, who discovered that Dees was actually only three months pregnant (not five). Subsequently, Dees and Freeman signed agreements that stipulated that Dees intended for her unborn child for adoption and that in turn, Freeman would pay rent for Dees's, as well as cover all medical expenses. In addition, Freeman would provide the Dees $125 per week until August 1990, in which The Dees would cover half of her expenses. From July to November 1, Freeman's lawyer sent a check-in lease while Freeman herself accompanied Dees to her visits to the doctor. Barrow's November 1, 1990 mailings were the basis for the number five charges (for which the Dees were convicted). Freeman also provided the Dees with living expenses, as was previously arranged. However, after August 1990, when it became clear that Dees's would not be able to pay its share of the expenses, Freeman voluntarily paid for all dees expenses. From June, 1990, Dees began to have some doubts about her relationship with Freeman, although she never expressed these doubts to Freeman or Barrow. Dees was particularly upset because she wasn't allowed to meet Freeman's boyfriend. In addition, Freeman demanded that dees undergo amniocentesis in the Dees At one point, Dees panicked about the test and Freeman suggested she take the valium. The comment was dismissed by Barrow as a joke. On October 9 and 10, 1990, Dees called Joanna Pilla in New York from a public phone in Van Nuys, California. Dees identified herself as Leanne Baker and told Pilla that she was interested in placing her unborn baby for adoption. On October 13 and 14, Dees contacted Pilla from Las Vegas and informed her that she was interested in making it, but that she was homeless and hungry. On October 14, Pilla wired the Dees $200 for food and shelter. The summons of 10 October 1990 was the basis for the 13th indictment (for which Dees was convicted). On 14 October, the transfer was the basis for the 8th count of indictment (for which dees was convicted). On 5 November 1990, Barrow contacted another adoption lawyer whose clients had met dees in the hope of adopting their unborn child. When Barrow confronted the Dees with that information, Dees stated that she was frustrated with Freeman and hung up. Two hours later, Barrow and Freeman found that the apartment they had rented on the Dees had suddenly been abandoned. They found apartment information that found that dees owned the car and had received nearly $3,000 from the Social Security Administration. Freeman no longer had contact with Dees, who eventually gave birth to a child that was adopted by a relative of Dees' husband. At the hearing, Dees claimed that she had taken many steps to adopt her child because of her ambiguity with regard to the individuals who had agreed to accept it. Dee claimed that she was trying to cover her bases. On November 19, 1992, a federal grand jury indicted Leanna Deesu for five counts of mail fraud and ten counts of wire fraud. The jury found Dees guilty of one count of mail fraud and five counts of wire fraud. The jury acquitted Dees of two counts of mail fraud and deadlock on two counts of mail fraud and four counts of wire fraud. The court issued a false verdict on the number of deadlocks and the government moved to dismiss these numbers. Before the deliberations, the government moved to reject one count of wire fraud. On 5 April 1993, Dees was sentenced to thirty months in jail for five, six, seven, eight, ten and thirteen (to be served simultaneously), followed by a three-year period of supervised release. Dees claims the jury should have been instructed that under California law it is illegal to enter into a contract for adoption of an unborn child, and payments made to pregnant women in anticipation of further adoption are considered charitable donations without binding consequences. The question is whether the court's instructions on a particular intention to cheat made the instructions of good faith offered by dees superfluous. This legal issue is being reviewed de novo. United States v 957 F.2d 636, 642 (9th Cir. In general, the defendant is entitled to instruct the judge to instruct the jury on his defence theory, provided that it is supported by law and has some pleas in the evidence. United States v Mason, 902 F.2d 1434, 1438 (9th Cir. 1990); United States v Lopez, 885 F.2d 1428, 1434 (9th Cir. 1989), cert. There is no reversible error in dismissing the defendant's proposed instruction on his theory in the event that other instructions fully, adequately cover this defence theory. Mason, 902 F.2d at 1438. Dees argues that her proposed instructions should be read by the jury as part of her good faith advocacy. Good faith is always a protection against fraud. See, for example, United States v Deeriņš, 716 F.2d 615, 622 (9th Cir. 1983); United States v Dunn, 961 F.2d 648, 650 (7th Cir. 1992). However, a specific indication of good faith is not required if the court has already given appropriate instructions to the jury on a specific purpose. United States v Lorenzo, 995 F.2d 1448, 1455 (9th Cir.), cert ----, ---. United States v Rushton, 963 F.2d 272, 274 (9th Cir. 1992); United States v Bonanno, 852 F.2d 434, 440 (9th Cir. 1988) cert. See also Gomez-Osorio, 957 F.2d at 642. These do not challenge the compliance of the district court's instructions on the intent of fraud. The instruction given more than adequately reflects the definition of intention fraud, as Congress intended it to, under 18 in the United States. C§ 1341 and 1343. The district court's instructions on the intent to fraud obviated the need for Dees' guidance on her right to

change her mind in good faith under California law. Dees claims that the court has admitted to the jury that oral agreements are binding. A erroneous instruction by the jury is the basis for reversal if there is a reasonable likethus that the error had a significant impact on the verdict. United States v Rubio-Villareal, 967 F.2d 294, 296 n. 3 (9th Cir. 1992) (en banc) (quoting United States v Valle-Valdez, 554 F.2d 911, 915 (9th Cir. 1977)); United States v Kindred, 931 F.2d 609, 611 (9th Cir. 1991). During the panel deliberations, the jury requested explanations on five elements of mail fraud. The jury also accepted a note from the judge asking whether the oral agreement was binding. Such a colloquy happened: TRUE: Does anyone send - it's from you: Is the oral arrangement binding? Court of Justice: Does it become binding if the money moves between the two parties? COURT OF JUSTICE: An oral agreement is binding and, depending on the situation. It has many legal consequences. But the question is: Is an oral agreement a binding agreement? Yes. Does it become binding when money moves between the two parties? Again, I think there may be a bit of confusion. Adoption law is not involved in this case. This is the case when claims - in which the government claims that it was a fraud. And the question is not whether the agreement was binding, but whether, as stated in the elements, there were false promises or statements by the defendant, the defendant knew that the promises or statements were false or fraudulent, that the statements were of a kind that would reasonably affect the person in order to partly use the money or property, the defendant acted in these circumstances with intent to deceive and that the defendant used or used mail to perform or try to perform a schema. This is not related to the question of breach of contract. This is not a breach of contract. The binding nature of the oral agreements was a matter of no concern to postal and wire fraud. The request for clarification highlights the ambiguity in the jury's mind between broken promises and false promises. The district court followed the answer to the jury's question with an explanation of the postal and wire fraud law. The Court stressed that the analysis of contract law has no place in the panel deliberations. It made it clear that the only question the jury was whether the Dees was guilty of mail and wire fraud. Although the district court's explanation of the binding nature of the oral agreements was not necessary, it did not affect the jury's judgment. It wasn't a mistake. Dīsa claims that her constitutional confrontation rights were violated because of a district court decision to restrict the questioning of the victims' witnesses. The court, which is a judicial chamber, has the discretion to impose reasonable limits on cross-examination, and we find an error only if that discretion has been abused. United States v Vargas, 933 F.2d 701, 704 (9th Cir. 1991); United States v Jackson, 882 F.2d 1444, 1446 (9th Cir. 1989). Whether the restrictions on cross-overs are so severe as to contradict the confrontation clause is a matter of law review de novo. United States v Jones, 982 F.2d 380, 383 (9th Cir. 1992); United States v Jenkins, 884 F.2d 433, 435 (9th Cir.), cert. The district court ruled that the investigation into the state of mind of the injured witnesses as to whether they understood that the Dees retained the right to change their minds about adoption was irrelevant. Dees protests this ruling as legally wrong, unfair and damaging. She points out that, in a direct question, the government was allowed to discuss with the victims' witnesses what their understanding of the defendant's representations was. At least, according to Dees, it opened the door for her to discuss whether the victim witnesses realized that the Dees retained the right to change their mind at any time. Dees's Dees's is worthless. Whether the victim witnesses knew that in the future, dees retained the legal right to change their mind, not affected by any of the elements of mail or wire fraud. The district court's decision not to allow an investigation into the victim's witnesses' understanding of adoption laws at the time they concluded their agreements was not a mistake, regardless of the legal standard applied. The district court ruled that Dees could not cross-examine the victim's witness Burtch as to whether she wanted to see Dees convicted and the victim witness Freeman as to whether she had discussed the contract for the right to a story about her experiences with The Dees. Dees argues that these rulings unfairly limited cross-practices into bias and the motive of those witnesses. As for Burtch, Dees was allowed to ask whether Burtch harbored a bad feeling towards the defendant and whether she had written a letter to the police asking them to get her. One question Dees wasn't allowed to ask was whether Burtch wanted [ed] to see [Dees] convicted of the crime. In view of the essential information that the Dees were allowed to elicit from Burtch about her prejudices, the district court was within the limits of its discretion. United States v. Brown, 936 F.2d 1042, 1049 (9th Cir. In 1991, as regards Freeman, Dees had allowed her to ask if she had a financial interest in the case. Dees was not allowed to ask whether Freeman had a financial interest in the outcome of the case. In addition, Dees was not allowed to ask Freeman whether she had sold the rights to a story about her experiences with the Dees to the motion picture company. The district court found evidence related to the meaning of Freeman's film contracts and outweighed the effects of the inception. The government claims that evidence of the film contract did not affect Freeman's sincerry as a witness. It is true that there was no evidence that the film contract was in any way dependent on the outcome of the trial. However, it seems likely that it was. The market value of the story that ends in exculpter is unlikely to be the same as the market value of a story that ends with confidence. If Freeman was swindled, then there is a grist for the cinematic mill; if she was just disappointed, then there are pathos but no movie. The lack of records of Freeman's film contract is based on the fact that the district court closed the door on that line of inquiry, and refused to allow a bid for evidence. If Freeman stood to get more out of sentencing than acquittal, then the film contract was essential in terms of bias. The film's contract might have influenced Freeman's testimony both because the money benefited her from a guilty verdict, and because the nonpecuniary benefited her from a favorable return to the film. However, the district court also found that the value of any evidence was prejudice that might result from its revelation to jurors. The district court abuses its discretion in its ruling. The details of the film contract were only damaging as much as it revealed the possible reason for Freeman to distort the truth relating to her experience with the Dees. This would not be an unfair bias for federal Rule 403. The same applies to the district court's finding that Dees could not ask Freeman if she had a financial interest in the outcome of the trial. This issue was critical to the jury's determination in Freeman's credibility as a witness. The district court abused its discretion by denying dees the opportunity to clarify the outcome of Freeman's financial interests in the court. The question is whether the errors of the district court were harmless without reasonable doubt. Delaware v. Van Arsdall, 475 U.S. 673, 680, 106 S. Ct. 1431, 1435, 89 L. Ed. 2d 674 (1986). Van Arsdall believes that if confrontation clause violations are found, a harmless error analysis focusing on the entire trial is applied. See Van Arsdall, 475 U.S. at 684, 106 S. Ct. at 1438. The main focus is on: the role of the witness's testimony in the prosecution case, whether the evidence was cumulative, the existence or absence of evidence confirming or contradicting the witness's testimony on relevant matters, the otherwise permitted scope of cross-examination and, of course, the extent of the overall scope of the prosecution. Dees was convicted of two counts directly related to the testimony of Debbie Freeman. The first count (count 7) related to the transfer that Freeman made on June 2, 1990 in response to a call made by the Dees, stating that she was frantic, homeless, hungry, and five months pregnant. In addition to Freeman's testimony on the transfer, the jury learned that on May 24, 1990, Dees received a check from the Dunsworth family in Arkansas for $500 in living expenses related to the adoption of the same child she discussed with Freeman. At the time when Dees contacted Freeman, she had not informed Dunsworths that she no longer planned to let them adopt her child. Moreover, that Dees told Freeman that she was five months pregnant (although in fact she was only three months pregnant) has struck a chord with the jury that found this model of the Dees's involvement in the burtches. The second count (count 5) related to the examination of Freeman's attorney sent to the Dees on November 1, 1990 for renting a Dees apartment in California. Sixteen days earlier, Dees had received $200 from Joanne Pilla in New York, whom she had contacted under the pseudonym Leanne Baker. Dees never informed Pilla that the deal was off, but simply left a message thanking her for the money. Dees was convicted of two counts of her dealings with Pilla. None of the determined Freeman's testimony could have affected impeaching her credibility because for each count of conviction, the unbiased evidence showed that the Dees had sold the same child to different people at the same time. Looking at the entire record, we are pleased that the evidence of the Dees' guilt was overwhelming. We are pleased that the conviction was not a mistake. United States v Alvarado, 838 F.2d 311, 317 (9th Cir. 1988), cert. The district court's error is harmless without reasonable doubt. Doubt.

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