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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
SANTA ANA

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13 UNITED STATES DISTRICT COURT
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA
15 SOUTHERN DIVISION

SACR16-00008

16 UNITED STATES OF AMERICA,
17 Plaintiff,
18 v.
19 MICHAEL E. BARRI,
20 Defendant.

No. SA CR 16-
PLEA AGREEMENT FOR DEFENDANT
MICHAEL E. BARRI

21
22 1. This constitutes the plea agreement between MICHAEL E.
23 BARRI ("defendant") and the United States Attorney's Office for the
24 Central District of California ("the USAO") in the above-captioned
25 case. This agreement is limited to the USAO and cannot bind any
26 other federal, state, local, or foreign prosecuting, enforcement,
27 administrative, or regulatory authorities.
28

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DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a single-count information in the form attached to this agreement as Exhibit A, or a substantially similar form, which charges defendant with Conspiracy to Commit Mail Fraud and Honest Services Mail Fraud, and Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity, all in violation of 18 U.S.C. § 371.

b. Not contest facts agreed to in this agreement.

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

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

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

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

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

3. Defendant further agrees to cooperate fully with the USAO, the Federal Bureau of Investigation, the United States Postal Service

1 - Office of Inspector General, the Internal Revenue Service, and, as
2 directed by the USAO, any other federal, state, local, or foreign
3 prosecuting, enforcement, administrative, or regulatory authority.

4 This cooperation requires defendant to:

5 a. Respond truthfully and completely to all questions
6 that may be put to defendant, whether in interviews, before a grand
7 jury, or at any trial or other court proceeding.

8 b. Attend all meetings, grand jury sessions, trials or
9 other proceedings at which defendant's presence is requested by the
10 USAO or compelled by subpoena or court order.

11 c. Produce voluntarily all documents, records, or other
12 tangible evidence relating to matters about which the USAO, or its
13 designee, inquires.

14 4. For purposes of this agreement: (1) "Cooperation
15 Information" shall mean any statements made, or documents, records,
16 tangible evidence, or other information provided, by defendant
17 pursuant to defendant's cooperation under this agreement or pursuant
18 to the letter agreement previously entered into by the parties dated
19 December 14, 2015 (the "Letter Agreement"); and (2) "Plea
20 Information" shall mean any statements made by defendant, under oath,
21 at the guilty plea hearing and the agreed to factual basis statement
22 in this agreement.

23 THE USAO'S OBLIGATIONS

24 5. The USAO agrees to:

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

26 b. Abide by all agreements regarding sentencing contained
27 in this agreement.

28

1 c. At the time of sentencing, provided that defendant
2 demonstrates an acceptance of responsibility for the offense up to
3 and including the time of sentencing, recommend a two-level reduction
4 in the applicable Sentencing Guidelines offense level, pursuant to
5 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
6 additional one-level reduction if available under that section.

7 d. Except for criminal tax violations (including
8 conspiracy to commit such violations chargeable under 18 U.S.C.
9 § 371), not further criminally prosecute defendant for violations
10 arising out of defendant's conduct described in the agreed-to factual
11 basis set forth in paragraph 18 below. Defendant understands that
12 the USAO is free to criminally prosecute defendant for any other
13 unlawful past conduct or any unlawful conduct that occurs after the
14 date of this agreement. Defendant agrees that at the time of
15 sentencing the Court may consider the uncharged conduct in
16 determining the applicable Sentencing Guidelines range, the propriety
17 and extent of any departure from that range, and the sentence to be
18 imposed after consideration of the Sentencing Guidelines and all
19 other relevant factors under 18 U.S.C. § 3553(a).

20 e. With respect to the single count of the information,
21 recommend that defendant be sentenced to a term of imprisonment no
22 higher than the low end of the applicable Sentencing Guidelines
23 range, provided that the offense level used by the Court to determine
24 that range is 19 or higher and provided that the Court does not
25 depart downward in criminal history category. For purposes of this
26 agreement, the low end of the Sentencing Guidelines range is that
27 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A,
28 without regard to reductions in the term of imprisonment that may be

1 permissible through the substitution of community confinement or home
2 detention as a result of the offense level falling within Zone B or
3 Zone C of the Sentencing Table.

4 6. The USAO further agrees:

5 a. Not to offer as evidence in its case-in-chief in the
6 above-captioned case or any other criminal prosecution that may be
7 brought against defendant by the USAO, or in connection with any
8 sentencing proceeding in any criminal case that may be brought
9 against defendant by the USAO, any Cooperation Information.

10 Defendant agrees, however, that the USAO may use both Cooperation
11 Information and Plea Information: (1) to obtain and pursue leads to
12 other evidence, which evidence may be used for any purpose, including
13 any criminal prosecution of defendant; (2) to cross-examine defendant
14 should defendant testify, or to rebut any evidence offered, or
15 argument or representation made, by defendant, defendant's counsel,
16 or a witness called by defendant in any trial, sentencing hearing, or
17 other court proceeding; and (3) in any criminal prosecution of
18 defendant for false statement, obstruction of justice, or perjury.

19 b. Not to use Cooperation Information against defendant
20 at sentencing for the purpose of determining the applicable guideline
21 range, including the appropriateness of an upward departure, or the
22 sentence to be imposed, and to recommend to the Court that
23 Cooperation Information not be used in determining the applicable
24 guideline range or the sentence to be imposed. Defendant
25 understands, however, that Cooperation Information will be disclosed
26 to the probation office and the Court, and that the Court may use
27 Cooperation Information for the purposes set forth in U.S.S.G.
28 § 1B1.8(b) and for determining the sentence to be imposed.

1 c. In connection with defendant's sentencing, to bring to
2 the Court's attention the nature and extent of defendant's
3 cooperation.

4 d. If the USAO determines, in its exclusive judgment,
5 that defendant has both complied with defendant's obligations under
6 paragraphs 2 and 3 above and provided substantial assistance to law
7 enforcement in the prosecution or investigation of another
8 ("substantial assistance"), to move the Court pursuant to U.S.S.G.
9 § 5K1.1 to fix an offense level and corresponding guideline range
10 below that otherwise dictated by the sentencing guidelines, and to
11 recommend a term of imprisonment at the low end of this reduced
12 range.

13 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

14 7. Defendant understands the following:

15 a. Any knowingly false or misleading statement by
16 defendant will subject defendant to prosecution for false statement,
17 obstruction of justice, and perjury and will constitute a breach by
18 defendant of this agreement.

19 b. Nothing in this agreement requires the USAO or any
20 other prosecuting, enforcement, administrative, or regulatory
21 authority to accept any cooperation or assistance that defendant may
22 offer, or to use it in any particular way.

23 c. Defendant cannot withdraw defendant's guilty plea if
24 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a
25 reduced guideline range or if the USAO makes such a motion and the
26 Court does not grant it or if the Court grants such a USAO motion but
27 elects to sentence above the reduced range.

28

1 d. At this time the USAO makes no agreement or
2 representation as to whether any cooperation that defendant has
3 provided or intends to provide constitutes or will constitute
4 substantial assistance. The decision whether defendant has provided
5 substantial assistance will rest solely within the exclusive judgment
6 of the USAO.

7 e. The USAO's determination whether defendant has
8 provided substantial assistance will not depend in any way on whether
9 the government prevails at any trial or court hearing in which
10 defendant testifies or in which the government otherwise presents
11 information resulting from defendant's cooperation.

12 NATURE OF THE OFFENSE

13 8. Defendant understands that for defendant to be guilty of
14 the crime charged in the single count of the Information, that is,
15 Conspiracy to Commit Mail Fraud and Honest Services Mail Fraud, and
16 Engaging in Monetary Transactions in Property Derived from Specified
17 Unlawful Activity, all in violation of Title 18, United States Code,
18 Section 371, the following must be true: (1) Beginning in or around
19 2009 and continuing through in or around October 2013, there was an
20 agreement between two or more persons to commit a violation of Title
21 18, United States Code, Sections 1341 and 1346 (Mail Fraud and Honest
22 Services Mail Fraud), and Title 18, United States Code, Section 1957
23 (Engaging in Monetary Transactions in Property Derived from Specified
24 Unlawful Activity); (2) defendant became a member of the conspiracy
25 knowing of at least one of its objects and intending to help
26 accomplish it; and (3) one of the members of the conspiracy performed
27 at least one overt act for the purpose of carrying out the
28 conspiracy.

1 9. Defendant understands that Mail Fraud, in violation of
2 Title 18, United States Code, Section 1341, has the following
3 elements: (1) the defendant knowingly devised or participated in a
4 scheme or plan to defraud, or a scheme or plan for obtaining money or
5 property by means of false or fraudulent pretenses, representations
6 or promises; (2) the statements made or facts omitted as part of the
7 scheme were material, that is, they had a natural tendency to
8 influence, or were capable of influencing, a person to part with
9 money or property; (3) the defendant acted with the intent to
10 defraud; and (4) the defendant used, or caused to be used, the mails
11 to carry out or attempt to carry out an essential part of the scheme.

12 10. Defendant further understands that Honest Services Mail
13 Fraud, in violation of Title 18, United States Code, Section 1346,
14 has the following elements: (1) the defendant devised or
15 participated in a scheme or plan to deprive a patient of his or her
16 right to honest services; (2) the scheme or plan consisted of a bribe
17 or kickback in exchange for medical services; (3) a medical
18 professional person owed a fiduciary duty to the patient; (4) the
19 defendant acted with the intent to defraud by depriving the patient
20 of his or her right of honest services; (5) the defendant's act was
21 material, that is, it had a natural tendency to influence, or was
22 capable of influencing, a person's acts; and (6) the defendant used,
23 or caused someone to use, the mails to carry out or attempt to carry
24 out the scheme or plan.

25 11. Defendant understands that Engaging in Monetary
26 Transactions in Property Derived from Specified Unlawful Activity, in
27 violation of Title 18, United States Code, Section 1957, has the
28 following elements: (1) the defendant knowingly engaged or attempted

1 to engage in a monetary transaction; (2) the defendant knew the
2 transaction involved criminally derived property; (3) the property
3 had a value greater than \$10,000; (4) the property was, in fact,
4 derived from mail fraud; and (5) the transaction occurred in the
5 United States.

6 PENALTIES AND RESTITUTION

7 12. Defendant understands that the total statutory maximum
8 sentence that the Court can impose for a violation of Title 18,
9 United States Code, Section 371, is: 5 years imprisonment; a 3-year
10 period of supervised release; a fine of \$250,000 or twice the gross
11 gain or gross loss resulting from the offense, whichever is greatest;
12 and a mandatory special assessment of \$100.

13 13. Defendant understands that defendant will be required to
14 pay full restitution to the victims of the offense to which defendant
15 is pleading guilty. Defendant agrees that, in return for the USAO's
16 compliance with its obligations under this agreement, the Court may
17 order restitution to persons other than the victims of the offense to
18 which defendant is pleading guilty and in amounts greater than those
19 alleged in the count to which defendant is pleading guilty. In
20 particular, defendant agrees that the Court may order restitution to
21 any victim of any of the following for any losses suffered by that
22 victim as a result: any relevant conduct, as defined in U.S.S.G.
23 § 1B1.3, in connection with the offense to which defendant is
24 pleading guilty. The government currently believes that the
25 applicable amount of restitution is approximately \$206,505, but
26 recognizes that this amount could change based on facts that come to
27 the attention of the parties prior to sentencing.

28

1 14. Defendant understands that supervised release is a period
2 of time following imprisonment during which defendant will be subject
3 to various restrictions and requirements. Defendant understands that
4 if defendant violates one or more of the conditions of any supervised
5 release imposed, defendant may be returned to prison for all or part
6 of the term of supervised release authorized by statute for the
7 offense that resulted in the term of supervised release, which could
8 result in defendant serving a total term of imprisonment greater than
9 the statutory maximum stated above.

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

23 16. Defendant understands that, if defendant is not a United
24 States citizen, the felony conviction in this case may subject
25 defendant to: removal, also known as deportation, which may, under
26 some circumstances, be mandatory; denial of citizenship; and denial
27 of admission to the United States in the future. The court cannot,
28 and defendant's attorney also may not be able to, advise defendant

1 fully regarding the immigration consequences of the felony conviction
2 in this case. Defendant understands that unexpected immigration
3 consequences will not serve as grounds to withdraw defendant's guilty
4 plea.

5 FACTUAL BASIS

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

15 **A. Kickbacks for Referrals to Pacific Hospital**

16 Beginning in or around 2009 and continuing to in or around
17 October 2013, in Orange and Los Angeles Counties, within the Central
18 District of California, and elsewhere, defendant and Michael D.
19 Drobot ("Drobot"), together with other co-conspirators known and
20 unknown to the United States Attorney, knowingly combined, conspired,
21 and agreed to commit the following offenses against the United
22 States: Mail Fraud and Honest Services Mail Fraud, in violation of
23 Title 18, United States Code, Sections 1341 and 1346, and Engaging in
24 Monetary Transactions in Property Derived from Specified Unlawful
25 Activity, in violation of Title 18, United States Code, Section 1957.

26 Specifically, beginning in 2009, defendant agreed to refer
27 workers' compensation patients, or to cause workers' compensation
28 patients to be referred, to Pacific Hospital of Long Beach ("Pacific

1 Hospital"), owned and/or operated by Drobot, for spinal surgeries and
2 other medical services, in exchange for illegal kickbacks offered and
3 paid by Drobot and others through companies Drobot owned and/or
4 controlled. Defendant, Drobot, and others concealed the kickbacks
5 from both defendant's patients and the insurance carriers that paid
6 for the services, and entered into bogus contracts under which
7 defendant purported to provide services to Drobot's companies to
8 justify the kickback payments.

9 Defendant, a licensed chiropractor, owned and operated Tri-Star
10 Medical Group ("Tri-Star"), a medical clinic located in Santa Ana,
11 California which specialized in treating workers' compensation
12 patients. Defendant also owned, operated, and/or controlled Jojaso
13 Management Company, Inc. ("Jojaso"), a medical group management
14 company based in Santa Ana, California.

15 In 2009, Drobot solicited defendant to refer Tri-Star's workers'
16 compensation patients to Pacific Hospital for spinal surgeries and
17 other medical services in return for kickback payments. Defendant
18 agreed. In order to conceal the kickback payments defendant and
19 Drobot expected would be made, defendant, on behalf of Jojaso,
20 entered into an Outsourced Collection Agreement with Pacific
21 Hospital, effective April 17, 2009 (the "2009 Collection Agreement").
22 Under the terms of the 2009 Collection Agreement, Jojaso purported to
23 provide collection services to Pacific Hospital in return for a
24 payment of fifteen percent (15%) of any amount paid by insurance
25 carriers to Pacific Hospital for spinal surgeries referred by
26 defendant. Neither defendant nor Drobot believed the 2009 Collection
27 Agreement was a legitimate contract for collection services; instead,
28

1 the 2009 Collection Agreement was merely a cover story to conceal the
2 planned kickback payments.

3 In 2011, after defendant did not cause any patients to be
4 referred to Pacific Hospital pursuant to the 2009 Collection
5 Agreement, Attorney A, on behalf of Pacific Hospital, solicited
6 defendant to enter into a new agreement under which defendant would
7 refer patients to Pacific Hospital in return for kickbacks. In or
8 around June 2011, after meeting with Drobot and Attorney A, defendant
9 entered into a second Outsourced Collection Agreement with Pacific
10 Hospital (the "2011 Collection Agreement" and collectively with the
11 2009 Collection Agreement, the "Collection Agreements"). The terms
12 of the 2011 Collection Agreement mirrored the terms of the 2009
13 Collection Agreement, but also provided that Jojaso would be paid its
14 fifteen percent collection fee within sixty days of the surgery,
15 regardless of whether any monies had yet been paid to Pacific
16 Hospital by insurance carriers. Shortly after entering into the 2011
17 Collection Agreement, Jojaso received a \$10,000 payment from Pacific
18 Hospital as a "deposit" for agreeing to refer patients to Pacific
19 Hospital. However, between July 2011 and February 2012, defendant
20 did not refer any patients to Pacific Hospital under the 2011
21 Collection Agreement.

22 In or around January 2012, at defendant's request, Drobot agreed
23 to increase the amount paid to Jojaso for patients defendant referred
24 to Pacific Hospital from fifteen percent to twenty-five percent
25 (25%). Accordingly, on or about January 27, 2012, defendant and
26 Drobot amended the terms of the 2011 Collection Agreement to reflect
27 the increased kickback amount, while also removing the provision
28 requiring Pacific Hospital to make payments to defendant within sixty

1 days of surgery, regardless of whether any monies had actually been
2 collected by Pacific Hospital. Defendant then began referring Tri-
3 Star's workers' compensation patients to Pacific Hospital. Between
4 November 2012 and July 2013, defendant received \$158,555.98 in
5 kickbacks in return for the referral of twelve patients to Pacific
6 Hospital, which Pacific Hospital paid to defendant only after Pacific
7 Hospital had collected from insurance carriers. Those surgeries were
8 performed primarily by Surgeon A and Surgeon B, spinal surgeons who
9 were affiliated with Tri-Star.

10 As defendant and Drobot knew, the Collection Agreements were
11 bogus contracts designed to conceal the kickback payments made to
12 defendant by Drobot. Jojaso performed and documented some limited
13 collection-related activities on behalf of Pacific Hospital, but only
14 for the purpose of creating an appearance that legitimate collection
15 services had been provided.

16 In addition to kickback payments received pursuant to the
17 Collection Agreement, defendant also received kickbacks from Drobot
18 by means of a below-market rate lease of medical office space. On or
19 about May 1, 2012, Jojaso entered into a sublease agreement with
20 Pacific Hospital pursuant to which Jojaso subleased medical office
21 space at 2609 Pacific Avenue, Suite 300, Long Beach, California (the
22 "Pacific Avenue Office") for \$2,000 per month (the "Sublease
23 Agreement"). Pacific Hospital leased the Pacific Avenue Office for
24 \$5,162.50 per month. While defendant did not know the precise amount
25 Pacific Hospital paid to lease the Pacific Avenue Office, defendant
26 knew that the fair market value of the Pacific Avenue Office clearly
27 exceeded \$2,000 per month. Defendant further understood that Drobot
28 entered into the Sublease Agreement at the below-market rate in

1 return for defendant's referral of workers' compensation patients to
2 Pacific Hospital. In total, between May 2012 and April 2013,
3 defendant was not required to pay to Drobot \$37,950 that would have
4 otherwise been owed had the Sublease Agreement called for payment of
5 market-rate rent.

6 In total, between 2009 and 2013, through the Collection
7 Agreements and the Sublease Agreement, defendant received from
8 Drobot, Pacific Hospital, and entities under Drobot's control,
9 approximately \$206,505.98 in return for defendant's referral of
10 patients to Pacific Hospital for spinal surgeries and other medical
11 services. In turn, Pacific Hospital billed insurance carriers
12 approximately \$3.9 million for spinal surgeries and other medical
13 services performed on patients referred to Pacific Hospital by
14 defendant.

15 Defendant knew that it was illegal to accept the kickbacks
16 discussed above. Further, defendant knew that Pacific Hospital would
17 submit claims by mail and electronically to workers' compensation
18 insurance carriers for the services that resulted from the referrals
19 induced by the payment of kickbacks; and defendant knew that Pacific
20 Hospital would receive by mail payments from the workers'
21 compensation insurance carrier as reimbursement for the claims.
22 Defendant also knew that, if the insurance carriers had known that
23 the spinal surgeries for which they were billed resulted from
24 referrals induced by such kickbacks, those insurance carriers would
25 not have paid the claims or would have paid a lesser amount.
26 Moreover, defendant knew that, if his patients had known that he was
27 receiving such kickbacks, they may have chosen not to obtain the
28

1 medical services recommended, or may have chosen to be treated by
2 different medical professionals or at a different hospital.

3 At all times during the conspiracy, defendant knew that his co-
4 conspirators would send various items through the mail in furtherance
5 of the conspiracy.

6 In furtherance of the conspiracy and to accomplish the objects
7 of the conspiracy, defendant and other co-conspirators committed
8 various overt acts within the Central District of California,
9 including but not limited to the following:

10 Overt Act No. 1

11 On or about April 17, 2009, defendant caused Jojaso to enter
12 into an Outsourced Collection Agreement with Pacific Hospital, under
13 which Jojaso would be paid fifteen percent of any monies collected by
14 Pacific Hospital on patients referred for surgery to Pacific Hospital
15 by defendant.

16 Overt Act No. 2

17 On July 13, 2009, defendant sent an email message to Drobot
18 inquiring about obtaining credentials for Surgeon C to perform spinal
19 surgeries at Pacific Hospital.

20 Overt Act No. 3

21 On or about June 14, 2011, defendant caused Jojaso to enter into
22 an Outsourced Collection Agreement with Pacific Hospital under which
23 Jojaso would be paid, within sixty days of surgery, fifteen percent
24 of any monies collected, or estimated to be collected, on patients
25 referred for surgery to Pacific Hospital by defendant.

26 Overt Act No. 4

27 On or about June 16, 2011, defendant sent an email message to
28 Drobot and Attorney A informing Drobot and Attorney A that the

1 surgery to be performed at Pacific Hospital on June 22, 2011 by
2 Surgeon D was the result of a referral by defendant.

3 Overt Act No. 5

4 On or about January 27, 2012, defendant caused Jojaso to enter
5 into Amendment One to Outsourced Collection Agreement, increasing the
6 collection fee paid to Jojaso to twenty-five percent of any monies
7 collected on patients referred for surgery to Pacific Hospital by
8 defendant.

9 Overt Act No. 6

10 On or about May 1, 2012, defendant caused Jojaso to enter into a
11 Medical Office Sublease with Pacific Hospital for the medical office
12 located at 2690 Pacific Avenue, Suite 300, Long Beach, California.

13 Overt Act No. 7

14 On or about June 11, 2012, defendant sent to Attorney A an
15 invoice purported to be for collection services performed by Jojaso
16 related to a spinal surgery performed on Patient A at Pacific
17 Hospital.

18 Overt Act No. 8

19 On or about November 28, 2012, Pacific Hospital sent to Jojaso a
20 check for \$3,143 in connection with defendant's referral of Patient A
21 to Pacific Hospital for spinal surgery.

22 Overt Act No. 9

23 On or about May 29, 2013, Pacific Hospital sent to Jojaso a
24 check for \$26,248.03.

25 Overt Act No. 10

26 On or about June 14, 2012, Pacific Hospital sent to Jojaso a
27 check for \$20,036.89.

28

1 Overt Act No. 11

2 On or about July 2, 2013, Pacific Hospital sent to Jojaso a
3 check for \$25,613.93.

4 **B. Kickbacks for Referrals to Tri-City Medical Center**

5 Defendant also received kickback payments for referring workers'
6 compensation patients to Tri-City Medical Center in Hawaiian Gardens,
7 California ("Tri-City") for spinal surgeries and other medical
8 procedures. Defendant was introduced to Executive A of Tri-City by
9 Paul Randall, a health care marketer. Defendant and Executive A
10 agreed that Tri-City would pay kickbacks to defendant in exchange for
11 defendant's referrals to Tri-City. To facilitate the kickback
12 arrangement, defendant entered into a collection agreement with Tri-
13 City (the "Tri-City Collection Agreement") that called for defendant
14 to be paid twelve and one-half percent (12.5%) of any amount
15 collected for medical services provided to patients referred by
16 defendant. Based on his conversation with Executive A, defendant
17 knew that the Tri-City Collection Agreement, like the Collection
18 Agreements later entered into with Drobot and Pacific Hospital, was a
19 bogus contract, and that defendant was not required to perform
20 legitimate collection activities in order to earn the purported
21 collection fee and to be paid for referrals. When defendant first
22 sought payment for referrals from Tri-City, however, Attorney B
23 advised defendant that, in order for defendant to be paid for his
24 referrals, defendant was required to create documentation designed to
25 show that defendant performed some collection-related activities,
26 even though the payment to defendant was for defendant's referrals.
27 Defendant thereafter began maintaining documentation as instructed by
28 Attorney B.

1 Pursuant to his agreement with Executive A, defendant referred
2 workers' compensation patients to Surgeon B, Surgeon C, and others
3 for surgeries to be performed at Tri-City. In return for those
4 referrals, defendant received kickback payments from both Tri-City
5 and Randall.

6 SENTENCING FACTORS

7 18. Defendant understands that in determining defendant's
8 sentence the Court is required to calculate the applicable Sentencing
9 Guidelines range and to consider that range, possible departures
10 under the Sentencing Guidelines, and the other sentencing factors set
11 forth in 18 U.S.C. § 3553(a). Defendant understands that the
12 Sentencing Guidelines are advisory only, that defendant cannot have
13 any expectation of receiving a sentence within the calculated
14 Sentencing Guidelines range, and that after considering the
15 Sentencing Guidelines and the other § 3553(a) factors, the Court will
16 be free to exercise its discretion to impose any sentence it finds
17 appropriate up to the maximum set by statute for the crime of
18 conviction. Defendant and the USAO agree to the following applicable
19 Sentencing Guidelines factors:

20	<u>Base Offense Level:</u>	6	[U.S.S.G. § 2B1.1(a)(2)]
21	<u>Specific Offense</u>		
22	<u>Characteristics:</u>		
23	Loss between	+10	[U.S.S.G. § 2B1.1(b)(1)(F)]
	\$150,000-\$250,000		
24	Abuse of Trust	+2	[U.S.S.G. § 3B1.3]
25	<u>Upward Departure:</u>	+2	[U.S.S.G. § 5K2.0]

26 The USAO will agree to a two-level downward adjustment for acceptance
27 of responsibility (and, if applicable, move for an additional one-
28 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the

1 conditions set forth in paragraph 5(c)) are met. Defendant and the
2 USAO reserve the right to argue that additional specific offense
3 characteristics, adjustments, and departures under the Sentencing
4 Guidelines are appropriate.

5 19. Defendant understands that there is no agreement as to
6 defendant's criminal history or criminal history category.

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

11 WAIVER OF CONSTITUTIONAL RIGHTS

12 21. Defendant understands that by pleading guilty, defendant
13 gives up the following rights:

14 a. The right to persist in a plea of not guilty.

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

16 c. The right to be represented by counsel - and if
17 necessary have the court appoint counsel - at trial. Defendant
18 understands, however, that, defendant retains the right to be
19 represented by counsel - and if necessary have the court appoint
20 counsel - at every other stage of the proceeding.

21 d. The right to be presumed innocent and to have the
22 burden of proof placed on the government to prove defendant guilty
23 beyond a reasonable doubt.

24 e. The right to confront and cross-examine witnesses
25 against defendant.

26 f. The right to testify and to present evidence in
27 opposition to the charges, including the right to compel the
28 attendance of witnesses to testify.

1 g. The right not to be compelled to testify, and, if
2 defendant chose not to testify or present evidence, to have that
3 choice not be used against defendant.

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

7 WAIVER OF APPEAL OF CONVICTION

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

13 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

14 23. Defendant agrees that, provided the Court imposes a total
15 term of imprisonment on all counts of conviction of no more than the
16 low end of the Guidelines range corresponding to a total offense
17 level of 19 and defendant's criminal history category, defendant
18 gives up the right to appeal all of the following: (a) the procedures
19 and calculations used to determine and impose any portion of the
20 sentence; (b) the term of imprisonment imposed by the Court; (c) the
21 fine imposed by the court, provided it is within the statutory
22 maximum; (d) the amount and terms of any restitution order, provided
23 it requires payment of no more than \$206,505; (e) the term of
24 probation or supervised release imposed by the Court, provided it is
25 within the statutory maximum; and (f) any of the following conditions
26 of probation or supervised release imposed by the Court: the
27 conditions set forth in General Orders 318, 01-05, and/or 05-02 of
28 this Court; the drug testing conditions mandated by 18 U.S.C.

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

3 24. The USAO agrees that, provided (a) all portions of the
4 sentence are at or below the statutory maximum specified above and
5 (b) the Court imposes a term of imprisonment of no less than the low
6 end of the Guidelines range corresponding to a total offense level of
7 19 and defendant's criminal history category, the USAO gives up its
8 right to appeal any portion of the sentence, with the exception that
9 the USAO reserves the right to appeal the following: the amount of
10 restitution ordered, if that amount is less than \$206,505.

11 RESULT OF WITHDRAWAL OF GUILTY PLEA

12 25. Defendant agrees that if, after entering a guilty plea
13 pursuant to this agreement, defendant seeks to withdraw and succeeds
14 in withdrawing defendant's guilty plea on any basis other than a
15 claim and finding that entry into this plea agreement was
16 involuntary, then (a) the USAO will be relieved of all of its
17 obligations under this agreement, including in particular its
18 obligations regarding the use of Cooperation Information; (b) in any
19 investigation, criminal prosecution, or civil, administrative, or
20 regulatory action, defendant agrees that any Cooperation Information
21 and any evidence derived from any Cooperation Information shall be
22 admissible against defendant, and defendant will not assert, and
23 hereby waives and gives up, any claim under the United States
24 Constitution, any statute, or any federal rule, that any Cooperation
25 Information or any evidence derived from any Cooperation Information
26 should be suppressed or is inadmissible.

1 regarding the use of Cooperation Information and will be free to use
2 any Cooperation Information in any way in any investigation, criminal
3 prosecution, or civil, administrative, or regulatory action.

4 c. The USAO will be free to criminally prosecute
5 defendant for false statement, obstruction of justice, and perjury
6 based on any knowingly false or misleading statement by defendant.

7 d. In any investigation, criminal prosecution, or civil,
8 administrative, or regulatory action: (i) defendant will not assert,
9 and hereby waives and gives up, any claim that any Cooperation
10 Information was obtained in violation of the Fifth Amendment
11 privilege against compelled self-incrimination; and (ii) defendant
12 agrees that any Cooperation Information and any Plea Information, as
13 well as any evidence derived from any Cooperation Information or any
14 Plea Information, shall be admissible against defendant, and
15 defendant will not assert, and hereby waives and gives up, any claim
16 under the United States Constitution, any statute, Rule 410 of the
17 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
18 Criminal Procedure, or any other federal rule, that any Cooperation
19 Information, any Plea Information, or any evidence derived from any
20 Cooperation Information or any Plea Information should be suppressed
21 or is inadmissible.

22 COURT AND PROBATION OFFICE NOT PARTIES

23 28. Defendant understands that the Court and the United States
24 Probation Office are not parties to this agreement and need not
25 accept any of the USAO's sentencing recommendations or the parties'
26 agreements to facts or sentencing 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 Office and the Court, (b) correct any
2 and all factual misstatements relating to the Court's Sentencing
3 Guidelines calculations and determination of sentence, and (c) argue
4 on appeal and collateral review that the Court's Sentencing
5 Guidelines calculations and the sentence it chooses to impose are not
6 error, although each party agrees to maintain its view that the
7 calculations in paragraph 20 are consistent with the facts of this
8 case. While this paragraph permits both the USAO and defendant to
9 submit full and complete factual information to the United States
10 Probation Office and the Court, even if that factual information may
11 be viewed as inconsistent with the facts agreed to in this agreement,
12 this paragraph does not affect defendant's and the USAO's obligations
13 not to contest the facts agreed to in this agreement.

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

24 NO ADDITIONAL AGREEMENTS

25 31. Defendant understands that, except as set forth herein,
26 there are no promises, understandings, or agreements between the USAO
27 and defendant or defendant's attorney, and that no additional
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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 EILEEN M. DECKER
11 United States Attorney

12 *Staley* 1/21/16
13 SCOTT D. TENLEY/ Date
Assistant United States Attorney

14 *MEB* 1/20/2016
15 MICHAEL E. BARRI Date
Defendant

16 *J. Mumuk* 1/20/16
17 JESSICA C. MUMUK Date
Attorney for Defendant MICHAEL E.
18 BARRI

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22 CERTIFICATION OF DEFENDANT

23 I have read this agreement in its entirety. I have had enough
24 time to review and consider this agreement, and I have carefully and
25 thoroughly discussed every part of it with my attorney. I understand
26 the terms of this agreement, and I voluntarily agree to those terms.
27 I have discussed the evidence with my attorney, and my attorney has
28 advised me of my rights, of possible pretrial motions that might be

1 filed, of possible defenses that might be asserted either prior to or
2 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
3 of relevant Sentencing Guidelines provisions, and of the consequences
4 of entering into this agreement. No promises, inducements, or
5 representations of any kind have been made to me other than those
6 contained in this agreement. No one has threatened or forced me in
7 any way to enter into this agreement. I am satisfied with the
8 representation of my attorney in this matter, and I am pleading
9 guilty because I am guilty of the charges and wish to take advantage
10 of the promises set forth in this agreement, and not for any other
11 reason.

12 

12 1/20/2016

13 MICHAEL E. BARRI
14 Defendant

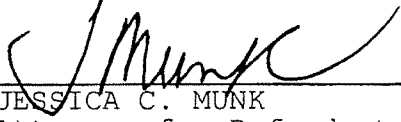
13 Date

15 CERTIFICATION OF DEFENDANT'S ATTORNEY

16 I am MICHAEL E. BARRI'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
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1 forth in this agreement is sufficient to support my client's entry of
2 a guilty plea pursuant to this agreement.

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JESSICA C. MUNK
Attorney for Defendant MICHAEL E.
BARRI

1/20/16

Date

EXHIBIT A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

MICHAEL E. BARRI,

Defendant.

SA CR No. 16-

I N F O R M A T I O N

[18 U.S.C. § 371: Conspiracy]

The United States Attorney charges:

[18 U.S.C. § 371]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Information:

1. Healthsmart Pacific Inc., doing business as Pacific Hospital of Long Beach ("Pacific Hospital"), was a hospital located in Long Beach, California, specializing in surgeries, particularly spinal and orthopedic surgeries. From at least in or around 1997 to October 2013, Pacific Hospital was owned and/or operated by Michael D. Drobot ("Drobot") and Executive A.

1 2. Defendant MICHAEL E. BARRI ("defendant BARRI") was a
2 chiropractor who owned and operated Tri-Star Medical Group ("Tri-
3 Star"), a medical clinic located in Santa Ana, California
4 specializing in treating workers' compensation patients.

5 3. Defendant BARRI also operated and controlled Jojaso
6 Management Company, Inc. ("Jojaso"), a medical group management
7 company based in Santa Ana, California.

8 4. The California Workers' Compensation System ("CWCS") was a
9 system created by California law to provide insurance covering
10 treatment of injury or illness suffered by individuals in the course
11 of their employment. Under the CWCS, employers were required to
12 purchase workers' compensation insurance policies from insurance
13 carriers to cover their employees. When an employee suffered a
14 covered injury or illness and received medical services, the medical
15 service provider submitted a claim for payment to the relevant
16 insurance carrier, which then paid the claim. Claims were submitted
17 to and paid by the insurance carriers either by mail or
18 electronically. The CWCS was governed by various California laws and
19 regulations.

20 5. The California State Compensation Insurance Fund ("SCIF")
21 was a non-profit insurance carrier, created by the California
22 Legislature, that provided workers' compensation insurance to
23 employees in California, including serving as the "insurer of last
24 resort" under the CWCS system for employees without any other
25 coverage.

26 6. California law, including but not limited to the California
27 Business and Professions Code, the California Insurance Code, and the
28 California Labor Code, prohibited the offering, delivering,

1 soliciting, or receiving of anything of value in return for referring
2 a patient for medical services.

3 7. The Federal Employees' Compensation Act ("FECA") provided
4 benefits to civilian employees of the United States, including United
5 States Postal Service employees, for medical expenses and wage-loss
6 disability due to a traumatic injury or occupational disease
7 sustained while working as a federal employee. Benefits available to
8 injured employees included rehabilitation, medical, surgical,
9 hospital, pharmaceutical, and supplies for treatment of an
10 injury. The Department of Labor ("DOL") - Office of Workers'
11 Compensation Programs ("OWCP") was the governmental body responsible
12 for administering the FECA. When a federal employee suffered a
13 covered injury or illness and received medical services, the medical
14 service provider submitted a claim for payment by mail or
15 electronically to Affiliated Computer Services ("ACS"), located in
16 London, Kentucky, which was contracted with the DOL to handle such
17 claims. Upon approval of the claim, ACS sent payment by mail or
18 electronic funds transfer from the U.S. Treasury in Philadelphia,
19 Pennsylvania, to the medical service provider.

20 8. Federal law prohibited the offering, delivering,
21 soliciting, or receiving of anything of value in return for referring
22 a patient for medical services paid for by a federal health care
23 benefit program.

24 B. OBJECTS OF THE CONSPIRACY

25 9. Beginning on a date unknown but at least as early as in or
26 around 2009, and continuing through at least in or around April 2013,
27 in Orange and Los Angeles Counties, within the Central District of
28 California, and elsewhere, defendant BARRI and Drobot, together with

1 others known and unknown to the United States Attorney, knowingly
2 combined, conspired, and agreed to commit the following offenses
3 against the United States: Mail Fraud and Honest Services Mail
4 Fraud, in violation of Title 18, United States Code, Sections 1341
5 and 1346; and Engaging in Monetary Transactions in Property Derived
6 from Specified Unlawful Activity, in violation of Title 18, United
7 States Code, Section 1957.

8 C. MANNER AND MEANS OF THE CONSPIRACY

9 10. The objects of the conspiracy were to be carried out, and
10 were carried out, in the following ways, among others:

11 a. Drobot and other co-conspirators offered to pay
12 kickbacks to defendant BARRI and other doctors, chiropractors,
13 workers' compensation and personal injury attorneys, marketers, and
14 others in return for referring workers' compensation patients to
15 Pacific Hospital for spinal surgeries, other types of surgeries,
16 magnetic resonance imaging, toxicology, durable medical equipment,
17 and other services, to be paid through FECA and the CWCS. For spinal
18 surgeries, typically, Drobot offered to pay a kickback of \$15,000 per
19 lumbar fusion surgery and \$10,000 per cervical fusion surgery,
20 provided that equipment distributed through International Implants
21 was used in the surgery.

22 b. Influenced by the promise of kickbacks, defendant
23 BARRI and other doctors, chiropractors, workers' compensation and
24 personal injury attorneys, marketers, and others referred patients
25 insured through the CWCS and the FECA to Pacific Hospital for spinal
26 surgeries, other types of surgeries, and other medical services. In
27 some cases, defendant BARRI and other doctors, chiropractors, or
28 others referred patients to spinal surgeons, who understood that the

1 referrals were conditioned on the spinal surgeons' performing the
2 surgeries at Pacific Hospital. The workers' compensation patients
3 were not informed that the medical professionals had been offered
4 kickbacks to induce them to refer the surgeries and other medical
5 services to Pacific Hospital. That information would have been
6 material to those patients, to whom defendant BARRI and other doctors
7 owed a fiduciary duty to disclose any financial conflicts of
8 interest.

9 c. The surgeries and other medical services were
10 performed on the referred workers' compensation patients at Pacific
11 Hospital.

12 d. Pacific Hospital submitted claims, by mail and
13 electronically, to SCIF and other workers' compensation insurance
14 carriers for payment of the costs of the surgeries and other medical
15 services.

16 e. As defendant BARRI and the other co-conspirators knew
17 and intended, and as was reasonably foreseeable to them, in
18 submitting claims for payment, Pacific Hospital concealed material
19 information from SCIF and other workers' compensation insurance
20 carriers, including the fact that Pacific Hospital did not disclose
21 to the insurance carriers that it had offered or paid kickbacks for
22 the referral of the surgeries and other medical services for which it
23 was submitting claims.

24 f. The insurance carriers paid Pacific Hospital's claims,
25 by mail or electronically.

26 g. Drobot and others paid and caused others to pay
27 kickbacks to defendant BARRI and other doctors, chiropractors,
28

1 marketers, and others who had referred patients to Pacific Hospital
2 for surgeries and other medical services.

3 h. To conceal the nature of the kickback payments from
4 both workers' compensation insurance carriers and patients, Drobot,
5 through one of the companies he owned and/or operated, entered into
6 bogus contracts with the doctors, chiropractors, including defendant
7 BARRI, marketers, and others. The services discussed in those
8 contracts were, in fact, generally not provided; rather, the
9 compensation paid was based on the number and type of surgeries and
10 other medical services referred to Pacific Hospital. Defendant BARRI
11 and Drobot entered into the following bogus contracts in order to
12 hide the kickback payments: a collections agreement and a lease
13 agreement.

14 i. Drobot and others kept records of the number of
15 surgeries and other medical services performed at Pacific Hospital
16 due to referrals from the kickback recipients, as well as amounts
17 paid to the kickback recipients for those referrals. Periodically,
18 Drobot and others amended the bogus contracts with the kickback
19 recipients to increase or decrease the amount of agreed compensation
20 described in the contracts, in order to match the amount of kickbacks
21 paid or promised in return for referrals.

22 D. EFFECTS OF THE CONSPIRACY

23 11. Had SCIF and the other workers' compensation insurance
24 carriers known the true facts regarding the payment of kickbacks for
25 the referral of workers' compensation patients for surgeries and
26 other medical services performed at Pacific Hospital, they would not
27 have paid the claims or would have paid a lesser amount.

28

1 12. From 2005 to in or around April 2013, Pacific Hospital
2 billed workers' compensation insurance carriers approximately \$580
3 million in claims for spinal surgeries that were the result of the
4 payment of a kickback; and Drobot and other co-conspirators paid
5 kickback recipients between approximately \$20 million and \$50 million
6 in kickbacks relating to those claims.

7 E. OVERT ACTS

8 13. On or about the following dates, in furtherance of the
9 conspiracy and to accomplish the objects of the conspiracy, defendant
10 BARRI and other co-conspirators known and unknown to the United
11 States Attorney, committed various overt acts within the Central
12 District of California, and elsewhere, including, but not limited to,
13 the following:

14 Overt Act No. 1: On or about April 17, 2009, defendant BARRI
15 caused Jojaso to enter into an Outsourced Collection Agreement with
16 Pacific Hospital, under which Jojaso would be paid fifteen percent of
17 any monies collected by Pacific Hospital on patients referred for
18 surgery to Pacific Hospital by defendant BARRI.

19 Overt Act No. 2: On July 13, 2009, defendant BARRI sent an
20 email message to Drobot inquiring about obtaining credentials for
21 Surgeon C to perform spinal surgeries at Pacific Hospital.

22 Overt Act No. 3: On or about June 14, 2011, defendant BARRI
23 caused Jojaso to enter into an Outsourced Collection Agreement with
24 Pacific Hospital under which Jojaso would be paid, within sixty days
25 of surgery, fifteen percent of any monies collected, or estimated to
26 be collected, on patients referred for surgery to Pacific Hospital by
27 defendant BARRI.

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1 Overt Act No. 4: On or about June 16, 2011, defendant BARRI
2 sent an email message to Drobot and Attorney A informing Drobot and
3 Attorney A that the surgery to be performed at Pacific Hospital on
4 June 22, 2011 by Surgeon D was the result of a referral by defendant
5 BARRI.

6 Overt Act No. 5: On or about January 27, 2012, defendant
7 BARRI caused Jojaso to enter into Amendment One to Outsourced
8 Collection Agreement, increasing the collection fee paid to Jojaso to
9 twenty-five percent of any monies collected on patients referred for
10 surgery to Pacific Hospital by defendant BARRI.

11 Overt Act No. 6: On or about May 1, 2012, defendant BARRI
12 caused Jojaso to enter into a Medical Office Sublease with Pacific
13 Hospital for the medical office located at 2690 Pacific Avenue, Suite
14 300, Long Beach, California.

15 Overt Act No. 7: On or about June 11, 2012, defendant BARRI
16 sent to Attorney A an invoice purported to be for collection services
17 performed by Jojaso related to a spinal surgery performed on Patient
18 A at Pacific Hospital.

19 Overt Act No. 8: On or about November 28, 2012, Pacific
20 Hospital sent to Jojaso a check for \$3,143 in connection with
21 defendant BARRI's referral of Patient A to Pacific Hospital for
22 spinal surgery.

23 Overt Act No. 9: On or about May 29, 2013, Pacific Hospital
24 sent to Jojaso a check for \$26,248.03.

25 Overt Act No. 10: On or about June 14, 2012, Pacific Hospital
26 sent to Jojaso a check for \$20,036.89.

27 //

28 //

1 Overt Act No. 11: On or about July 2, 2013, Pacific Hospital
2 sent to Jojaso a check for \$25,613.93.

3
4 EILEEN M. DECKER
5 United States Attorney

6
7 LAWRENCE S. MIDDLETON
8 Assistant United States Attorney
 Chief, Criminal Division

9 DENNISE D. WILLETT
10 Assistant United States Attorney
 Chief, Santa Ana Branch Office

11 JOSHUA M. ROBBINS
12 SCOTT D. TENLEY
 Assistant United States Attorneys

13 ASHWIN JANAKIRAM
14 Special Assistant United States
 Attorney

CERTIFICATE OF SERVICE


I, Cristy Fillon, declare:

That I am a citizen of the United States and a resident of or employed in Orange County, California; that my business address is the Office of United States Attorney, 411 West 4th Street, Suite 8000, Santa Ana, California 92701; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction, on this date, January 25, 2016, I served a copy of the foregoing document(s): PLEA AGREEMENT

- Placed in a closed envelope for collection and inter-office delivery, addressed as follows:
- Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows: SEE ATTACHED
- By hand delivery, addressed as follows:
- By facsimile, as follows:
- By messenger, as follows:
- By Federal Express, as follows:

This Certificate is executed on January 25, 2016, in Santa Ana, California. I certify under penalty of perjury that the foregoing is true and correct.



Cristy Fillon
Legal Assistant

ATTACHMENT

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Jessica C. Munk
Senior Associate
Law Office of David W. Wiechert
115 Avenida Miramar
San Clemente, CA 92672