

INDEX

Bahar Gharib Danesh Chiropractic, Inc. and Bahar Gharib-Danesh

Exhibit #	Document	File Date
	USA v. Bahar Gharib-Danesh, D.C. et. al.	7/2/2015
1	Secretary of State (SOS) Articles of Incorporation for Bahar Gharib Danesh Chiropractic, Inc.	10/29/2003
2	SOS Certificate of Amendment of Articles of Incorporation for Bahar Gharib Danesh Chiropractic, Inc.	11/4/2003
3	SOS Resignation of Agent Upon Whom Process May be Served for Bahar Gharib Danesh Chiropractic, Inc.	8/28/2015
4	SOS Statement of Information (SOS SI)	2/21/2017
5	SOS SI-No Changes	5/17/2018
6	PACER: USA v. Bahar Gharib-Danesh, D.C. Pleads Guilty	10/5/2018
7	PACER: USA v. Bahar Gharib-Danesh, D.C. Plea Agreement	7/5/2018
8	PACER: USA v. Pain Free Diagnostics, Inc. Pleads Guilty (owned by Gharib-Danesh)	10/12/2018
9	Board of Chiropractic Examiners Accusation against Bahar Gharib Danesh; DC License 28361	12/19/2018
10	Board of Chiropractic Examiners Licensing Details: Bahar Gharib-Danesh, License #: 28361	Expires 9/30/2019
11	PACER: Case Summary	7/2/2015
12	PACER: USA v. Gharib-Danesh et. al. Criminal Docket History	7/2/2015
13	PACER: First Amended Judgement USA v. Bahar Gharib-Danesh	12/5/2018
14	PACER: USA v. Bahar Gharib-Danesh Waiver of an Indictment	7/10/2018

1 BENJAMIN B. WAGNER
United States Attorney
2 MARK J. McKEON
PATRICK R. DELAHUNTY
3 Assistant United States Attorneys
2500 Tulare Street, Suite 4401
4 Fresno, CA 93721
Telephone: (559) 497-4000
5 Facsimile: (559) 497-4099

SEALED

FILED

JUL 02 2015

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY af
PENNY GERR

6 Attorneys for Plaintiff
United States of America

7
8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10
11 UNITED STATES OF AMERICA,
12 Plaintiff,
13 v.
14 BAHAR GHARIB-DANESH, D.C.
aka BAHAR GHARIB
15 aka BAHAR DANESH
aka BAHAR DANESH-GHARIB
16 aka BAHAR DANESH GHARIB
NA YOUNG EOH, D.C.
17 and JOHN THOMAS TERRENCE, PsyD, Ph.D
18 Defendants.

CASE NO. 1:15 CR 00179 LJO SKO
VIOLATIONS: 18 U.S.C. § 1349 – Conspiracy to
Commit Health Care Fraud; 18 U.S.C. § 1347 –
Health Care Fraud (15 counts); 18 U.S.C.
§§ 981(a)(1)(c), 982(a)(1), 982(a)(7), and 28 U.S.C.
§ 2461(c) – Criminal Forfeiture

19
20
21 INDICTMENT

22 COUNTS ONE: [18 U.S.C. § 1349 – Conspiracy to Commit Health Care Fraud]

23 The Grand Jury charges:

24 BAHAR GHARIB-DANESH, D.C.,
NA YOUNG EOH, D.C.
25 and JOHN THOMAS TERRENCE, PsyD, Ph.D,

26 defendants herein, as follows:

27 I. INTRODUCTION

28 At all times relevant to this indictment:

1 A. Defendants, Relevant Entities and Related Persons

2 1. Defendant BAHAR GHARIB-DANESH D.C., (“GHARIB”) was a chiropractor licensed
3 to practice by the California Board of Chiropractic Examiners, with her principal place of business at
4 6944 Reseda Boulevard, Reseda, California 91335.

5 2. Defendant NA YOUNG EOH, D.C. (“EOH”) was a chiropractor licensed to practice by
6 the California Board of Chiropractic Examiners, with her principal place of business at 2920 F Street,
7 #C5, Bakersfield, California 93312.

8 3. Defendant JOHN THOMAS TERRENCE, PsyD, Ph.D (“TERRENCE”) was a clinical
9 psychologist licensed to practice psychology by the California Board of Psychology, with his principal
10 place of business at 13900 Panay Way, #DS-35, Marina Del Ray, California 90292 .

11 4. Mindwaves Psychological Services, Inc. (“Mindwaves”) was a California professional
12 corporation located at 4712 Admiralty Way, Suite 476, Marina Del Rey, California 90292. Mindwaves
13 was owned and controlled by defendant TERRENCE.

14 5. Pain Relief Health Center, LLC (“PRHC”) was a California Limited Liability Company
15 located at 6944 Reseda Boulevard, Reseda, California 91335. PRHC was owned and controlled by
16 defendant GHARIB.

17 6. PRHC operated seven medical clinics throughout central and southern California,
18 including at the following addresses in the Eastern District of California:

19 a. 2920 F St. #C5, Bakersfield, California 93301 (“Bakersfield Clinic”);

20 b. 2325 W. Caldwell Ave., Visalia, California 93277 (“Visalia Clinic”); and

21 c. 5339 N. Fresno St., Fresno, California 93710 (“Fresno Clinic”).

22 7. Pain Free Diagnostic was a California corporation doing business as Pain Free
23 Management Company (“PFMC”). PFMC was located at 6944 Reseda Boulevard, Reseda, California
24 91335. PFMC leased space at PHRC clinics to TERRENCE and provided TERRENCE with
25 management and billing services. PFMC was owned and controlled by defendant GHARIB.

26 B. Workers Compensation Insurance

27 8. In California, an employer pays for medical care for a work-related injury or illness,
28 either through a workers’ compensation insurance policy, by being self-insured or through the State

1 Compensation Insurance Fund (“SCIF”). The SCIF was established in 1914, and is now the largest
2 provider of workers’ compensation coverage in California. SCIF is a division of the California
3 Department of Industrial Relations (“DCIR”) and is considered to be a California state agency. SCIF’s
4 mission is to provide an available market for workers’ compensation insurance at fair rates, and to serve
5 as a model for all workers’ compensation carriers.

6 9. Worker’s compensation insurance was sold to employers to protect them from liability in
7 the event of on-the-job injuries resulting in employee injury, disability or death and to provide monetary
8 relief and medical benefits to injured workers. California workers’ compensation law requires claims
9 administrators to authorize and pay for medical care that is “reasonably required to cure or relieve” the
10 effects of the injury. This means care that follows scientifically based medical treatment guidelines.

11 10. Workers’ compensation insurance policies are private plans and contracts, affecting
12 commerce, under which medical benefits, items, and services are provided to an individual, and thus are
13 “health care benefit plans” within the meaning of Title 18, United States Code, Section 24.

14 11. The Medical Unit is a unit within the Department of Workers Compensation that
15 manages medical issues in workers’ compensation cases. The Medical Unit appoints Qualified Medical
16 Evaluators (“QME”) who are qualified physicians (which includes psychologists licensed by California
17 state law and acting within the scope of their practice as defined by California law) who are certified by
18 the Medical Unit to examine injured workers to evaluate disability and write medical-legal reports. The
19 reports are used to determine an injured worker’s eligibility for worker’s compensation benefits.

20 12. The Medical Unit issues QME panels to injured workers and claims administrators. A
21 QME panel is a randomly generated list of QME medical providers issued when there is a question
22 about whether an injury is work related, or if there is a medical issue that has not been resolved by the
23 treating physician’s report.

24 13. Reports by treating or consulting physicians are subject to the Official Medical Fee
25 Schedule adopted pursuant to California Labor Code Section 5307.1. When a physician is selected from
26 the QME panel to perform a medical-legal evaluation report on an unresolved treating physician’s
27 report, the physician is reimbursed pursuant to the higher Medical-Legal Expense fee schedule. ML 103
28 is the billing code used for complex comprehensive medical-legal evaluations which include at least

1 three complexity factors.

2 14. In order to receive payment from the insurer, a physician is required to submit a health
3 insurance claim form to the insurer, called a Form CMS-1500. The claims may be submitted in hard
4 copy or electronically. A narrative report accompanies the medical bill, which becomes part of the
5 complete bill. The CMS-1500 identified the patient; the referring physician; the insurance company;
6 who, where and what services were provided to the patient; and the charges associated with those
7 services. The bills and reports are used by the insurance company to evaluate the proper reimbursement
8 to the medical providers.

9 II. The Conspiracy

10 15. Beginning at a time unknown to the grand jury, but no later than in or about August 2005
11 and continuing through in or about November 2012, in Kern, Tulare and Fresno Counties in the State
12 and Eastern District of California, and elsewhere, defendants BAHAR GHARIB-DANESH D.C., NA
13 YOUN EOH, D.C., and JOHN THOMAS TERRENCE, PsyD, Ph.D., and others known and unknown to
14 the grand jury, did unlawfully conspire, confederate and agree with each other to devise a scheme and
15 artifice to execute, and attempt to execute, a scheme and artifice to defraud a health care benefit program
16 affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is worker's
17 compensation insurance, and to obtain, by means of materially false and fraudulent pretenses,
18 representations, and promises, money and property owned by, and under the custody and control of
19 private insurers in connection with the delivery of and payment of health care benefits, items and
20 services, in violation of Title 18, United States Code, Section 1347.

21 III. Purpose of the Conspiracy

22 16. It was a purpose and object of the conspiracy for BAHAR GHARIB-DANESH, D.C.,
23 NA YOUNG EOH, D.C., and JOHN THOMAS TERRENCE, PsyD, Ph.D., and other co-conspirators
24 known and unknown to the grand jury, to unlawfully enrich themselves by, among other things: (a)
25 submitting false and fraudulent claims to worker's compensation insurance providers through PFMC for
26 services that were medically unnecessary, that were not eligible for reimbursement, and that were never
27 provided; (b) offering, paying, and receiving kickbacks and bribes among co-conspirators for patient
28 referrals; (c) concealing the submission of false and fraudulent claims to worker's compensation

1 insurance providers, the receipt and transfer of the proceeds from the fraud, and the payment and receipt
2 of kickbacks and bribes among co-conspirators; and (d) diverting proceeds of the fraud for the personal
3 use and benefit of the defendants and their co-conspirators in the form of compensation and other
4 remuneration.

5 IV. Manner and Means of the Conspiracy

6 The manner and means by which the defendants and their co-conspirators sought to accomplish
7 the object and purpose of the conspiracy included, among others, the following:

8 17. GHARIB formed PHRC as a Limited Liability Company registered in the State of
9 California, concealing GHARIB's ownership interest.

10 18. GHARIB acted as the manager of PHRC and directed the medical staff, including
11 medical doctors, chiropractors, and psychologists. Patients would be recruited to come into PHRC by
12 runners/cappers who would solicit and find workers who claimed to have an injury. For patients who
13 came into the clinics, GHARIB instructed her staff to add as many injured body parts for treatment as
14 possible, to generate higher billings. The treatment plan generally included shock wave therapy, electro
15 stimulation therapy, myo-facial release/massage, physical therapy, chiropractic manipulation, compound
16 creams, and psychological evaluation. Nearly every patient was scheduled for the same treatments, and
17 the maximum amount of treatments allowed by law was generally billed to the insurance company.
18 GHARIB specifically directed her staff to add psychological examinations for as many patients as
19 possible.

20 19. If the insurance company accepted the claim of injury, bills for treatment would be sent
21 and paid by the insurance company. If the claim of injury was denied by the insurance company, a lien
22 would be filed, and the claims would either be litigated before the California Worker's Compensation
23 Appeals Board or be settled by negotiations through the parties. Lien settlements for less than the full
24 amount of the claim were made palatable to GHARIB by the high volume of patients recruited
25 throughout the Central San Joaquin Valley and the Los Angeles Basin, and by the large amount of
26 medical fees generated by the multiple referrals for unnecessary medical tests, exams and other services.

27 20. GHARIB formed PFMC as a vehicle through which to benefit PHRC and GHARIB by
28 charging rent and monthly management fees to physicians in order to conceal the payment of kickbacks

1 and bribes for the referral of patients, when in truth there was no distinction between the leadership and
2 management of PHRC and PFMC.

3 21. On or about September 1, 2009, PFMC entered into a contract with TERRENCE to lease
4 space located at PRHC clinics and to operate TERRENCE's clinical psychology practice to the extent it
5 was conducted on the premises, including maintenance of patient medical records, and billing and
6 collection of professional fees. In return, TERRENCE agreed to pay PFMC a "management fee" equal
7 to fifty percent (50%) of all money actually received and derived directly or indirectly by reason of any
8 medical or health care related services provided by TERRENCE.

9 22. Prior to January 2013, EOH was the primary source of billings and referrals involving
10 employee from the Central San Joaquin Valley. EOH operated out of the Bakersfield Clinic, the Visalia
11 Clinic, and the Fresno Clinic. As the primary treating physician, EOH was required by California law to
12 manage the care of the employee, examine the employee at least once for the purpose of rendering and
13 prescribing treatment, and monitor the effects of treatment thereafter. A secondary treating physician
14 was any physician other than the primary treating physician who examined and provided treatment to
15 the employee, such as a psychologist. EOH was also required to obtain all reports of secondary
16 physicians and, unless good cause is shown, within 20 days of receipt of each report incorporate, or
17 comment upon, the findings and opinions of the other physicians in the primary treating physician's
18 report and submit all of the reports to the claims administrator.

19 23. After the staff of PRHC determined the treatment plan according to GHARIB's direction,
20 EOH would sign the treatment plans and referral forms. Patients who were designated to receive
21 psychological services would be referred by EOH to TERRENCE for examination.

22 24. TERRENCE would submit bills for services rendered to employees under his name, John
23 Terrence PhD, as well as through his corporation, Mindwaves Psychological Services, Inc., to PFMC,
24 which would then prepare the CMS-1500 for submission for payment. TERRENCE's authorized
25 signature would be affixed to the CMS-1500, and he would also sign the narrative report submitted with
26 each CMS-1500. Copies of the narrative report were required by California law also to be submitted to
27 the EOH as the primary treating physician.

28 25. TERRENCE routinely submitted bills and reports that were the same for each and every

1 patient, including the time spent in examination and testing, and for the exact same dollar amount,
2 regardless of the age, sex, geographic location of the patient, or the type and seriousness of the patient's
3 injury. The narrative reports stated almost the same information word-for-word for every patient, other
4 than identifying information such as the name, sex, and some details about how the patient was injured.

5 26. TERRENCE routinely billed using the code ML 103 for medical-legal evaluations,
6 identifying himself in the narrative report as a QME. He would also state in his narrative report that he
7 was requested to conduct a medical-legal evaluation by the patient or by the primary treating physician,
8 EOH. This allowed him to bill using the higher Medical-Legal Expense fee schedule. These bills were
9 all false and fraudulent because TERRENCE had not been appointed a QME to perform medical-legal
10 evaluations for these patients nor was there a documented dispute between the employer and the injured
11 worker. In addition, TERRENCE submitted bills where he claimed he acted as a QME during a period
12 of time when he had allowed his QME certification to lapse.

13 27. When submitting bills to insurers, TERRENCE would claim to see up to a dozen patients
14 per day. For each patient, TERRENCE's bill would submit that he provided each patient with
15 approximately 20.8 hours of psychological evaluations in a single day. On one day, TERRENCE billed
16 a total of 291.2 hours for treating fourteen patients. In one period of two weeks, TERRENCE billed
17 approximately 1,123.2 hours treating patients and writing reports.

18 28. Between on or about August 2005 and on or about November 2012, TERRENCE
19 submitted claims for psychological services in worker's compensation cases totaling in excess of \$5.6
20 million.

21 All in violation of Title 18, United States Code, Section 1349.

22 COUNTS TWO THROUGH SIXTEEN: [18 U.S.C. § 1347 – Health Care Fraud]

23 The Grand Jury further charges:

24 BAHAR GHARIB-DANESH, D.C.,
25 NA YOUNG EOH, D.C.
and JOHN THOMAS TERRENCE, PsyD, Ph.D

26 defendants herein, as follows:

27 29. Paragraphs 1 through 28, inclusive of Count One of this Indictment, are re-alleged and
28 incorporated by reference as if fully set forth herein.

1 30. Defendant TERRENCE was qualified as a QME between December 2, 2004 and
2 November 15, 2010. He was inactive as a QME between November 16, 2010 and November 15, 2011.

3 31. Defendant TERRENCE, aided and abetted by defendants GHARIB and EOH, submitted
4 claims to private insurance companies for services rendered between November 16, 2010 and November
5 16, 2011 for medical-legal evaluations, billing code ML 103. These claims were false and fraudulent
6 because, among other things: (1) he had not been appointed a QME to perform medical-legal
7 evaluations for these patients, (2) his QME certification had lapsed during this period of time; (3) he
8 billed for services that he had not performed; (4) he concealed the payment of bribes and kickbacks to
9 his co-conspirators.

10 32. On or about the dates set forth below, in Kern County, State and Eastern District of
11 California, and elsewhere, defendant TERRENCE, aided and abetted by defendants GHARIB and EOH,
12 in connection with the delivery of and payment for health care benefits, items, and services, did
13 knowingly and willfully execute, and attempt to execute, a scheme and artifice to defraud a health care
14 benefit program affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is
15 worker's compensation insurance, and obtain, by means of materially false and fraudulent pretenses,
16 representations, and promises, money and property owned by, and under the custody and control of the
17 private insurers named below, in connection with the delivery of and payment of health care benefits,
18 items and services, to wit, psychological evaluations:

19

Count	Beneficiary	Insurer	Approx. Service Date	Amount Billed
2	H.S.	Zenith	2/15/11	\$3,132.50
3	P.Z.	Zenith	3/15/11	\$3,132.50
4	I.M.	Travelers	3/16/11	\$3,132.50
5	M.A.	St. Paul Travelers	6/14/11	\$3,132.50
6	H.J.	St. Paul Travelers	6/14/11	\$3,132.50

20
21
22
23
24
25
26
27
28

1	7	J.S.	Tristar Risk	7/15/11	\$3,132.50
2	8	J.E.	Zenith	7/25/11	\$3,132.50
3	9	P.Z.	Zenith	7/25/11	\$3,132.50
4	10	G.Y.	Zenith	8/1/11	\$3,132.50
5	11	P.Z.	Zenith	8/1/11	\$3,132.50
6	12	S.C.	Zenith	8/5/11	\$3,132.50
7	13	R.A.	St. Paul Travelers	8/5/11	\$3,132.50
8	14	H.S.	Zenith	11/4/11	\$3,132.50
9	15	J.O.	Zenith	11/4/11	\$3,132.50
10	16	R.A.	St. Paul Travelers	11/28/11	\$3,132.50
11					
12					
13					
14					

15 All in violation of Title 18, United States Code, Section 1347.

16 FORFEITURE ALLEGATION: [18 U.S.C. §§ 981(a)(1)(C), 982(a)(1), 982(a)(7), and 28 U.S.C.
17 § 2461(c) - Criminal Forfeiture]

18 37. Upon conviction of the offense alleged in Count One of this Indictment, the defendants
19 shall forfeit to the United States, pursuant to Title 18, United States Code, Sections 981(a)(1)(C),
20 982(a)(1), and Title 28, United States Code, Section 2461(c), any property, real or personal, which
21 constitutes or is derived from proceeds traceable to such violations or is involved in such offense, or any
22 property traceable to such property.

23 38. Upon conviction of the offenses alleged in Counts Two through Sixteen of this
24 Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code,
25 Sections 982(a)(1) and 982(a)(7), any property, real or personal, involved in such offense, or any
26 property traceable to such property, and property that constitutes or is derived, directly or indirectly,
27 from gross proceeds traceable to the commission of the offense

28 39. If any of the property described above, as a result of any act or omission of the

1 defendants:

- 2 a. cannot be located upon the exercise of due diligence;
- 3 b. has been transferred or sold to, or deposited with, a third party;
- 4 c. has been placed beyond the jurisdiction of the court;
- 5 d. has been substantially diminished in value; or
- 6 e. has been commingled with other property which cannot be divided without difficulty,

7 the United States of America shall be entitled to forfeiture of any other property of the defendants, up to
8 the value of the property subject to forfeiture, including but not limited to a personal forfeiture money
9 judgment, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United
10 States Code, Section 982(b)(1), and Title 28, United States Code, Section 2461(c).

11
12 A TRUE BILL.

/s/ Signature on file w/AUSA

13
14 _____
FOREPERSON

14 BENJAMIN B. WAGNER

15 United States Attorney

16 By **Mark E. Cullers**

17 _____
MARK E. CULLERS

18 Assistant U.S. Attorney

19 Chief, Fresno Office

EXHIBIT 1

2558944

FILED
in the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION
OF
BAHAR SHARIB-DANESH CHIROPRACTIC, INC.

OCT 29 2003 ✓

Kevin Shelley
KEVIN SHELLEY, SECRETARY OF STATE

I

The name of this corporation is Bahar Sharib-Danesh Chiropractic, Inc.

II

The purpose of the corporation is to engage in the profession of chiropractic and any other lawful activities (other than the banking or trust company business) not prohibited to a corporation engaging in such profession by applicable laws and regulations.

III

This corporation is a professional corporation within the meaning of Part 4 of Division 3 of Title 1 of the California Corporations Code.

IV

The name and address in the State of California of this corporation's initial agent for service of process is:

BAHAR SHARIB-DANESH
3156 WILSHIRE BLVD., #34
LOS ANGELES, CA. 90010

V

This corporation is authorized to issue only one class of shares of stock, designated "common stock"; and the total number of shares which this corporation is authorized to issue is 10,000.

VI

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California Law.

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the corporation and shareholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

Dated: OCTOBER 28, 2003

Rebecca J. Miller
REBECCA J. MILLER, INCORPORATOR

EXHIBIT 2

2558944

A0603769

FILED *rc*
in the office of the Secretary of State
of the State of California

NOV 4 2003

Kevin Shelley
KEVIN SHELLEY, Secretary of State

NCTD:

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION**

The undersigned certifies that:

1. I am the sole incorporator of Bahar Sharib-Danesh Chiropractic, Inc., a California corporation.
2. I hereby adopt the following amendment of the Articles of Incorporation of this corporation:

Article I is amended to read as follows:

The name of this corporation is Bahar Gharib-Danesh Chiropractic, Inc.

3. No directors were named in the original Articles of Incorporation and none have been elected.
4. No shares have been issued.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: November 3, 2003

Rebecca J. Miller
REBECCA J. MILLER, Incorporator

EXHIBIT 3



State of California Secretary of State

RA-100

R0077956

Resignation of Agent Upon Whom Process May Be Served

FILED Secretary of State State of California AUG 28 2015

Handwritten initials/signature

There is no fee for filing this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

Entity Type (Identify the type of business from which you are resigning as agent for service of process. Check only one box.)

- 1. [X] Corporation (domestic or qualified foreign) [] Registered General Partnership [] Limited Liability Company (domestic or registered foreign) [] Unincorporated Association [] Limited Partnership (domestic or registered foreign) [] Foreign Partnership (other than a foreign limited partnership) [] Limited Liability Partnership (domestic or registered foreign) [] Foreign Association

Entity Name (Enter the name of the entity from whom you are resigning as agent for service of process.)

Entity File Number (Enter the file number issued by the Secretary of State to the entity named in Item 2.)

2. BAHAR GHARIB-DANESH CHIROPRACTIC, INC.

3. C2558944

Statement of Resignation (The following statement declares intent to resign as agent for service of process and should not be altered.)

4. The undersigned hereby resigns as agent upon whom process may be served in California for the above-named entity.

Execution

5. I declare I am the person who executed this instrument, which execution is my act and deed.

Bryan T. Gonzales

Type or Print Name of declarant (i.e., the individual or corporation resigning as agent for service of process for the above-named entity)

Handwritten signature of Bryan T. Gonzales

Signature of Declarant or Signature of Authorized Representative of Declarant (if declarant is a corporation)

Title of Office of Authorized Representative of Declarant (if declarant is a corporation)

EXHIBIT 4



Secretary of State
Statement of Information
 (California Stock, Agricultural
 Cooperative and Foreign Corporations)

SI-550

17-016372

120
 5/1

FILED
Secretary of State
State of California

FEB 21 2017

IMPORTANT — Read instructions before completing this form.

Fees (Filing plus Disclosure) – \$25.00;

Copy Fees – First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is currently recorded with the California Secretary of State)

31/NF/CC/25 R. 2/28/17
 This Space For Office Use Only

BAHAR GHARIB DANESH CHIROPRACTIC, INC

2. 7-Digit Secretary of State File Number

C2558944

3. Business Addresses

a. Street Address of Principal Executive Office - Do not list a P.O. Box 4335 Van Nuys Blvd., Suite 184	City (no abbreviations) Sherman Oaks	State CA	Zip Code 91403
b. Mailing Address of Corporation, if different than Item 3a 1812 Burbank Blvd., Ste. 9	City (no abbreviations) Burbank	State CA	Zip Code 91506
c. Street Address of Principal California Office, if any and if different than Item 3a - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code

4. Officers

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

a. Chief Executive Officer/ Bahar	First Name	Middle Name	Last Name Gharib	Suffix
Address 4335 Van Nuys Blvd., Suite 184	City (no abbreviations) Sherman Oaks		State CA	Zip Code 91403
b. Secretary Bahar	First Name	Middle Name	Last Name Gharib	Suffix
Address 4335 Van Nuys Blvd., Suite 184	City (no abbreviations) Sherman Oaks		State CA	Zip Code 91403
c. Chief Financial Officer/ Bahar	First Name	Middle Name	Last Name Gharib	Suffix
Address 4335 Van Nuys Blvd., Suite 184	City (no abbreviations) Sherman Oaks		State CA	Zip Code 91406

5. Director(s)

California Stock and Agricultural Cooperative Corporations ONLY: Item 5a: At least one name and address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

a. First Name Bahar	Middle Name	Last Name Gharib	Suffix
Address 4335 Van Nuys Blvd., Suite 184	City (no abbreviations) Sherman Oaks		State CA Zip Code 91403
b. Number of Vacancies on the Board of Directors, if any <input type="text"/>			

6. Agent for Service of Process

Item 6a and 6b: If the agent is an individual, the agent must reside in California and Item 6a and 6b must be completed with the agent's name and California address. Item 6c: If the agent is a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 6c must be completed (leave Item 6a-6b blank).

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not list a P.O. Box		City (no abbreviations)	State CA Zip Code
c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 6a or 6b GT Corporation System (C0168406)			

7. Type of Business

Describe the type of business or services of the Corporation
 Chiropractic care

8. The information contained herein, including in any attachments, is true and correct.

1/4/2017
 Date

WENDY BONAN
 Type or Print Name of Person Completing the Form

Accountant
 Title

Signature

EXHIBIT 5



Secretary of State
Statement of No Change
 (California Stock, Agricultural
 Cooperative and Foreign Corporations)

SI-550 NC

112 NS

18-629727

FILED
Secretary of State
State of California
MAY 17 2018

IMPORTANT — Read instructions before completing this form. This form may be used only if a complete Statement of Information has been filed previously and there has been no change.

Fees (Filing plus Disclosure) - \$25.00;
 Copy Fee - \$1.00;
 Certification Fee - \$5.00 plus copy fee

26/25/PC
 This Space For Office Use Only

1. **Corporation Name** (Enter the exact name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an alternate name, see instructions.)
 BAHAR GHARIB DANESH CHIROPRACTIC, INC.

2. **7-Digit Secretary of State File Number**
 C2558944

3. **No Change Statement** (Do not alter the No Change Statement. If there has been any change, please complete a Statement of Information (Form SI-550).)
There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

4. The information contained herein is true and correct.

5/9/2018
 Date

WENDY BONAN
 Type or Print Name of Person Completing the Form

ACCOUNTANT
 Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. (SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []
 Company: BAHAR GHARIB DANESH CHIROPRACTIC, INC
 Address: 1812 BURBANK BLVD, STE 9
 City/State/Zip: [BURBANK, CA 91506]

EXHIBIT 6

UNITED STATES DISTRICT COURT
Eastern District of California

UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE

v.

Case Number: **1:15CR00179-001****BAHAR GHARIB-DANESH**

Defendant's Attorney: Richard Alan Moss, Retained

**AKA: Bahaz Gharib, Bahar D. Gharib, Bahar Danesh, Danesh
Bahar, Bahar Danesh Gharib, Bahar Gharib Danesh**

THE DEFENDANT:

- pleaded guilty to count(s) 2 of the FIRST Superseding Information.
 pleaded nolo contendere to count(s) , which was accepted by the court.
 was found guilty on count(s) after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 U.S.C. §§ 1347 and 2(a)	Aiding and Abetting Health Care Fraud (Class C Felony)	6/6/2014	2

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- The defendant has been found not guilty on count(s) .
 Count(s) dismissed on the motion of the United States.
 Indictment is to be dismissed by District Court on motion of the United States.
 Appeal rights given. Appeal rights waived.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution or fine, the defendant must notify the court and United States attorney of material changes in economic circumstances.

10/1/2018

Date of Imposition of Judgment

/s/ Lawrence J. O'Neill

Signature of Judicial Officer

Lawrence J. O'Neill, United States District Judge

Name & Title of Judicial Officer

10/5/2018

Date

DEFENDANT: **BAHAR GHARIB-DANESH**
CASE NUMBER: **1:15CR00179-001**

PROBATION

You are hereby sentenced to probation for a term of:

36 months.

MANDATORY CONDITIONS

You must not commit another federal, state or local crime.

You must not unlawfully possess a controlled substance.

You must refrain from any unlawful use of controlled substance. You must submit to one drug test within 15 days of placement on probation and at least two (2) periodic drug tests thereafter, not to exceed four (4) drug tests per month.

- The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse.
- You must cooperate in the collection of DNA as directed by the probation officer.
- You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C. § 20901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in the location where you reside, work, are a student, or were convicted of a qualifying offense.
- You must participate in an approved program for domestic violence.
- You must make restitution in accordance with 18 U.S.C. §§ 2248, 2259, 2264, 2327, 3663, 3663A, and 3664.

You must pay the assessment imposed in accordance with 18 U.S.C. § 3013.

If this judgment imposes a fine, you must pay in accordance with the Schedule of Payments sheet of this judgment.

You must notify the court of any material change in your economic circumstances that might affect your ability to pay restitution, fines, or special assessments.

You must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the Court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the Court or the probation officer.
4. You must answer truthfully the questions asked by the probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment, you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person, such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the Court.
12. If the probation officer determines that you pose a risk to another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

SPECIAL CONDITIONS OF PROBATION

1. The defendant shall submit to the search of her person, property, home, and vehicle by a United States probation officer, or any other authorized person under the immediate and personal supervision of the probation officer, based upon reasonable suspicion, without a search warrant. Failure to submit to a search may be grounds for revocation. The defendant shall warn any other residents that the premises may be subject to searches pursuant to this condition.
2. The defendant shall not dispose of or otherwise dissipate any of her assets until the fine and/or restitution ordered by this Judgment is paid in full, unless the defendant obtains approval of the Court or the probation officer.
3. The defendant shall apply all monies received from income tax refunds, lottery winnings, inheritance, judgments and any anticipated or unexpected financial gains to any unpaid restitution ordered by this Judgment.
4. The defendant shall provide the probation officer with access to any requested financial information.
5. The defendant shall not open additional lines of credit without the approval of the probation officer.

DEFENDANT: **BAHAR GHARIB-DANESH**CASE NUMBER: **1:15CR00179-001****CRIMINAL MONETARY PENALTIES**

The defendant must pay the total criminal monetary penalties under the Schedule of Payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$100.00	\$5,000.00	\$0.00

The determination of restitution is deferred until ____ . An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Restitution amount ordered pursuant to plea agreement \$ ____

The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

The court determined that the defendant does not have the ability to pay interest and it is ordered that:

The interest requirement is waived for the fine restitution

The interest requirement for the fine restitution is modified as follows:

If incarcerated, payment of the fine is due during imprisonment at the rate of not less than \$25 per quarter and payment shall be through the Bureau of Prisons Inmate Financial Responsibility Program.

If incarcerated, payment of the restitution is due during imprisonment at the rate of not less than \$25 per quarter and payment shall be through the Bureau of Prisons Inmate Financial Responsibility Program.

*Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: **BAHAR GHARIB-DANESH**
CASE NUMBER: **1:15CR00179-001**

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A. Lump sum payment of \$ 5,100.00 due immediately, balance due
 Not later than ____, or
 in accordance C, D, E, or F below; or
- B. Payment to begin immediately (may be combined with C, D, or F below); or
- C. Payment in equal ____ (e.g. weekly, monthly, quarterly) installments of \$ ____ over a period of ____ (e.g. months or years), to commence ____ (e.g. 30 or 60 days) after the date of this judgment; or
- D. Payment in equal ____ (e.g. weekly, monthly, quarterly) installments of \$ ____ over a period of ____ (e.g. months or years), to commence ____ (e.g. 30 or 60 days) after release from imprisonment to a term of supervision; or
- E. Payment during the term of supervised release/probation will commence within ____ (e.g. 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendants ability to pay at that time; or
- F. Special instructions regarding the payment of criminal monetary penalties:

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

inline Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate:

- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) JVTAs assessment, (8) penalties, and (9) costs, including cost of prosecution and court costs.

EXHIBIT 7

1 McGREGOR W. SCOTT
United States Attorney
2 MARK J. McKEON
Assistant United States Attorney
3 2500 Tulare Street, Suite 4401
Fresno, CA 93721
4 Telephone: (559) 497-4000
Facsimile: (559) 497-4099
5

6 Attorneys for Plaintiff
United States of America
7

8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
10

11 UNITED STATES OF AMERICA,
12 Plaintiff,
13 BAHAR GHARIB-DANESH, D.C.,
14 Defendant.
15

CASE NO. 1:15-cr-00179-LJO
PLEA AGREEMENT
DATE: TO BE SET
TIME: TO BE SET
COURT: HON. LAWRENCE J. O'NEILL

16 Pursuant to Rule 11(c) of the Federal Rules of Criminal Procedure, the United States of America,
17 by and through McGregor W. Scott, the United States Attorney for the Eastern District of California,
18 and Assistant United States Attorney Mark J. McKeon; and Defendant BAHAR-GHARIB-DANESH,
19 D.C. (hereinafter "defendant" or "GHARIB-DANESH"), and Richard Alan Moss and Daniel A. Bacon,
20 attorneys for defendant GHARIB-DANESH, have agreed as follows.
21

22 **I. INTRODUCTION**

23 **A. Scope of Agreement.**

24 The Superseding Information in this case charges the defendant GHARIB-DANESH with a
25 violation of 18 U.S.C. §§ 1347, 2(a) – Aiding and Abetting Health Care Fraud. This document contains
26 the complete plea agreement between the United States Attorney’s Office for the Eastern District of
27 California (the “government”) and the defendant regarding this case. This plea agreement is limited to
28 the United States Attorney’s Office for the Eastern District of California and cannot bind any other

1 federal, state, or local prosecuting, administrative, or regulatory authorities.

2 **B. Court Not a Party.**

3 The Court is not a party to this plea agreement. Sentencing is a matter solely within the
4 discretion of the Court, and the Court may take into consideration any and all facts and circumstances
5 concerning the criminal activities of defendant, including activities which may not have been charged in
6 the Superseding Information. The Court is under no obligation to accept any recommendations made by
7 the government, and the Court may in its discretion impose any sentence it deems appropriate up to and
8 including the statutory maximum stated in this plea agreement.

9 If the Court should impose any sentence up to the maximum established by the statute, the
10 defendant cannot, for that reason alone, withdraw her guilty plea, she will remain bound to fulfill all of
11 the obligations under this plea agreement. The defendant understands that neither the prosecutor,
12 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence she will
13 receive.

14 **II. DEFENDANT'S OBLIGATIONS**

15 **A. Guilty Pleas.**

16 Defendant GHARIB-DANESH will plead guilty to Count Two of the Superseding Information,
17 Aiding and Abetting Health Care Fraud, in violation of 18 U.S.C. §§ 1347, and 2(a). The defendant
18 agrees that she is in fact guilty of this charge and that the facts set forth in the Factual Basis for Plea
19 attached hereto as Appendixes A and B are accurate.

20 The defendant agrees that this plea agreement will be filed with the Court and become a part of
21 the record of the case. The defendant understands and agrees that she will not be allowed to withdraw
22 her plea should the Court not follow the government's sentencing recommendations.

23 The defendant agrees that the statements made by her in signing this Agreement, including the
24 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by
25 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a
26 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f)
27 and Fed. R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this
28 Agreement generally.

1 1. Waiver of Indictment:

2 The defendant acknowledges that under the United States Constitution she is entitled to be
3 indicted by a grand jury on the charges to which she is pleading guilty and that pursuant to
4 Fed.R.Crim.P. 7(b) she agrees to waive any and all rights she has to being prosecuted by way of
5 indictment to the charges set forth in the information. The defendant agrees that at a time set by the
6 Court, she will sign a written waiver of prosecution by Indictment and consent to proceed by
7 Information rather than by Indictment.

8 2. Package Agreement:

9 The defendant acknowledges and understands that the plea offer made to her here by the
10 government is a “package offer.” That is, the defendant understands that the offer made to her is
11 conditioned on PAIN FREE DIAGNOSTICS, INC., a California Corporation, dba Pain Free
12 Management (hereinafter, “PFM”), pleading guilty according to the terms of its Plea Agreement. The
13 defendant understands that if PFM declines, refuses or fails to plead guilty according to its respective
14 offer, then, at the option of the government, she will not be allowed to enter a plea of guilty to the offer
15 made by the government. Additionally, if PFM fails or refuses to enter its plea according to its
16 respective offer and defendant GHARIB-DANESH already entered her plea, or if PFM fails to pay the
17 stipulated restitution set out in its plea agreement prior to defendant GHARIB-DANESH’s scheduled
18 appearance for sentencing, then this plea agreement is voidable at the option of the government. In its
19 sole discretion, the government has the ability to withdraw from the plea agreement and pursue the
20 original charges. However, the defendant’s waiver of her rights under Rule 11(f) and Fed. R. Evid. 410,
21 as set forth in Section II.A herein, will not operate.

22 Recognizing that this is a package offer, defendant GHARIB-DANESH confirms that she has not
23 been threatened, pressured, or coerced by any other person, to enter into this plea agreement. The
24 defendant also confirms that she enters into this plea agreement voluntarily because she is in fact guilty
25 of the offense to which she is pleading guilty.

26 **B. Restitution.**

27 The victims of the fraudulent claims charged in Count Two of the Superseding Information are
28 identified in Appendix “B” hereto. These claims were not paid by the insurance companies, and

1 therefore there is no restitution owing by defendant GHARIB-DANESH.

2
3 **C. Fine.**

4 The parties agree that no fine is appropriate in this case.

5 **D. Special Assessment.**

6 Defendant GHARIB-DANESH agrees to pay a special assessment of \$100 at the time of
7 sentencing by delivering a check or money order payable to the United States District Court to the
8 United States Probation Office immediately before the sentencing hearing. The defendant understands
9 that this plea agreement is voidable at the option of the government if she fails to pay the assessment
10 prior to that hearing.

11 **E. Violation of Plea Agreement by Defendant/Withdrawal of Plea.**

12 If a defendant, cooperating or not, violates this plea agreement in any way, withdraws her plea,
13 or tries to withdraw her plea, this plea agreement is voidable at the option of the government. If the
14 government elects not to void the agreement based on the defendant's violation, the government will no
15 longer be bound by its representations to the defendant concerning the limits on criminal prosecution
16 and sentencing as set forth herein. A defendant violates the plea agreement by committing any crime or
17 providing or procuring any statement or testimony which is knowingly false, misleading, or materially
18 incomplete in any litigation or sentencing process in this case, or engages in any post-plea conduct
19 constituting obstruction of justice. Varying from stipulated Guidelines application or agreements
20 regarding arguments as to 18 United States Code section 3553, as set forth in this agreement, personally
21 or through counsel, also constitutes a violation of the plea agreement. The government also shall have
22 the right (1) to prosecute the defendant on any of the counts to which she pleaded guilty; (2) to reinstate
23 any counts that may be dismissed pursuant to this plea agreement; and (3) to file any new charges that
24 would otherwise be barred by this plea agreement. The defendant shall thereafter be subject to
25 prosecution for any federal criminal violation of which the government has knowledge. The decision to
26 pursue any or all of these options is solely in the discretion of the United States Attorney's Office.

27 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
28 defenses that the defendant might have to the government's decision. Any prosecutions that are not

1 time-barred by the applicable statute of limitations as of the date of this plea agreement may be
2 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of
3 limitations between the signing of this plea agreement and the commencement of any such prosecutions.
4 The defendant agrees not to raise any objections based on the passage of time with respect to such
5 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy
6 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as
7 of the date of this plea agreement. The determination of whether the defendant has violated the plea
8 agreement will be under a probable cause standard.

9 In addition, (1) all statements made by the defendant to the government or other designated law
10 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
11 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or
12 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no
13 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
14 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by
15 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.
16 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

17 **F. Agreement to Cooperate.**

18 Defendant GHARIB-DANESH agrees to cooperate fully with the government and any other
19 federal, state, or local law enforcement agency, as directed by the government. As used in this plea
20 agreement, "cooperation" requires the defendant: (1) to respond truthfully and completely to all
21 questions, whether in interviews, in correspondence, telephone conversations, before a grand jury, or at
22 any trial or other court proceeding; (2) to attend all meetings, grand jury sessions, trials, and other
23 proceedings at which the defendant's presence is requested by the government or compelled by
24 subpoena or court order; (3) to produce voluntarily any and all documents, records, or other tangible
25 evidence requested by the government; (4) not to participate in any criminal activity while cooperating
26 with the government; and (5) to disclose to the government the existence and status of all money,
27 property, or assets, of any kind, derived from or acquired as a result of, or used to facilitate the
28 commission of, the defendant's illegal activities or the illegal activities of any conspirators.

1 three-level reduction (if the offense level reaches 16) in the computation of her offense level if the
2 defendant clearly demonstrates acceptance of responsibility for her conduct as defined in U.S.S.G.
3 § 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation
4 of the pre-sentence report, being truthful and candid with the probation officer, and not otherwise
5 engaging in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either
6 in the preparation of the pre-sentence report or during the sentencing proceeding.

7 3. Reduction of Sentence for Cooperation.

8 The government agrees to recommend at the time of sentencing that the defendant GHARIB-
9 DANESH's sentence of imprisonment be reduced by up to 50% of the applicable guideline sentence if
10 she provides substantial assistance to the government, pursuant to U.S.S.G. § 5K1.1. The defendant
11 understands that she must comply with paragraphs II.F and not violate this plea agreement as set forth in
12 paragraph II.E herein. The defendant understands that it is within the sole and exclusive discretion of
13 the government to determine whether the defendant has provided substantial assistance.

14 The defendant understands that the government may recommend a reduction in her sentence of
15 less than 50% or no reduction at all; depending upon the level of assistance the government determines
16 that the defendant has provided.

17 The defendant further understands that a motion pursuant to U.S.S.G. § 5K1.1 is only a
18 recommendation and is not binding on the Court, that this plea agreement confers no right upon the
19 defendant to require that the government make a § 5K1.1 motion, and that this plea agreement confers
20 no remedy upon the defendant in the event that the government declines to make a § 5K1.1 motion. In
21 particular, the defendant agrees not to try to file a motion to withdraw her guilty plea based on the fact
22 that the government decides not to recommend a sentence reduction or recommends a sentence
23 reduction less than the defendant thinks is appropriate.

24 If the government determines that the defendant has provided further cooperation within one
25 year following sentencing, the government may move for a further reduction of her sentence pursuant to
26 Rule 35 of the Federal Rules of Criminal Procedure.

27 **C. Use of Information for Sentencing.**

28 The government is free to provide full and accurate information to the Court and Probation,

1 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate
2 statements or arguments by the defendant, her attorney, Probation, or the Court. The defendant also
3 understands and agrees that nothing in this Plea Agreement bars the government from defending on
4 appeal or collateral review any sentence that the Court may impose.

5 Further, other than as set forth above, the government agrees that any incriminating information
6 provided by defendant GHARIB-DANESH during her cooperation will not be used in determining the
7 applicable guideline range, pursuant to U.S.S.G. § 1B1.8, unless the information is used to respond to
8 representations made to the Court by the defendant, or on her behalf, that contradict information
9 provided by the defendant during her cooperation.

10 **IV. ELEMENTS OF THE OFFENSE**

11 At a trial, the government would have to prove beyond a reasonable doubt the following
12 elements of the offense to which the defendant is pleading guilty,

13 18 U.S.C. § 1347 - Health Care Fraud

14 The Elements of the crime of Health Care Fraud are:

- 15 First: The defendant knowingly devised or participated in a scheme to defraud
16 California workers' compensation fund and/or private workers' compensation
17 insurers or to obtain, by means of false or fraudulent pretenses, representations, or
18 promises, any of the money or property owned by, or under the custody or control
19 of California workers' compensation fund and/or private insurers in connection
20 with the delivery of or payment for health care benefits, items, or services;
- 21 Second: The statements made or facts omitted as part of the scheme were material; that is,
22 they had a natural tendency to influence, or were capable of influencing, a person
23 to part with money or property;
- 24 Third, The defendant acted willfully and with the intent to defraud; and
- 25 Fourth, California workers' compensation was a public plan or contract, affecting
26 commerce, under which medical benefits, items, or services were provided to any
27 individual.

28 18 U.S.C. § 2(a) – Aiding and Abetting

A defendant may be found guilty of health care fraud, even if the defendant personally did not
commit the act or acts constituting the crime but aided and abetted in its commission. To prove a
defendant guilty of health care fraud by aiding and abetting, the government must prove each of the
following beyond a reasonable doubt:

- 1 First, health care fraud was committed by someone;
- 2 Second, the defendant aided, counseled, commanded, induced or procured that person with
3 respect to at least one element of health care fraud;
- 4 Third, the defendant acted with the intent to facilitate health care fraud; and
- 5 Fourth, the defendant acted before the crime was completed.

6 The defendant fully understands the nature and elements of the crime charged in the Superseding
7 Information to which she is pleading guilty, together with the possible defenses thereto, and have
8 discussed them with her attorney.

9 V. **MAXIMUM SENTENCE**

10 A. **Maximum Penalty.**

11 Defendant GHARIB-DANESH understands that the maximum sentence that the Court can
12 impose is ten years of incarceration, a fine of \$250,000, a three-year period of supervised release and a
13 special assessment of \$100. If defendant GHARIB-DANESH is eligible for probation, the maximum
14 term of probation that the court could impose is five years. By signing this plea agreement, the
15 defendant also agrees that the Court can order the payment of restitution for the full loss caused by the
16 defendant's wrongful conduct. The defendant agrees that the restitution order is not restricted to the
17 amounts alleged in the specific count to which she is pleading guilty. The defendant further agrees, as
18 noted above, that she will not attempt to discharge in any present or future bankruptcy proceeding any
19 restitution imposed by the Court.

20 B. **Violations of Supervised Release or Probation.**

21 Defendant GHARIB-DANESH understands that if she violates a condition of supervised release
22 at any time during the term of supervised release, the Court may revoke the term of supervised release
23 and require the defendant to serve up to two additional years imprisonment. Defendant GHARIB-
24 DANESH further understands that if she violates a condition of probation at any time during a term of
25 probation, the Court may revoke the sentence of probation and resentence the defendant to any sentence
26 that was originally available for the defendant's crime.

1 called for under the Sentencing Guidelines' advisory guideline range as determined by the Court to a
2 level that is less than the parties' agreement on Estimated Guideline Calculations. The defendant
3 acknowledges that if the defendant requests or suggests in any manner a different sentence than what is
4 called for under the advisory guideline range as determined by the Court, that will be considered a
5 violation of the plea agreement. The government's remedies and remaining obligations in this
6 agreement shall be as outlined in paragraph II.E, above.

7 **VII. WAIVERS**

8 **A. Waiver of Constitutional Rights.**

9 The defendant understands that by pleading guilty she is waiving the following constitutional
10 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to
11 be assisted at trial by an attorney, who would be appointed if necessary; (d) to subpoena witnesses to
12 testify on her behalf; (e) to confront and cross-examine witnesses against her; and (f) not to be
13 compelled to incriminate herself.

14 **B. Waiver of Appeal and Collateral Attack.**

15 The defendant understands that the law gives a defendant a right to appeal its guilty plea,
16 conviction, and sentence. The defendant agrees as part of her plea, however, to give up the right to
17 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not
18 exceed the statutory maximum for the offense to which she is pleading guilty.

19 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if
20 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the
21 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant
22 understands that these circumstances occur infrequently and that in almost all cases this Agreement
23 constitutes a complete waiver of all appellate rights.

24 In addition, regardless of the sentence the defendant receives, the defendant also gives up any
25 right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any
26 aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

27 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever
28 attempts to vacate her plea, dismiss the underlying charges, or modify or set aside its sentence on any of

1 the counts to which she is pleading guilty, the government shall have the rights set forth in Section II.E
2 herein.

3 **C. Waiver of Attorneys' Fees and Costs.**

4 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
5 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
6 investigation and prosecution of all charges in the above-captioned matter and of any related allegations
7 (including without limitation any charges to be dismissed pursuant to this plea agreement and any
8 charges previously dismissed).

9 **D. Impact of Plea on Defendant's Immigration Status.**

10 The defendant recognize that pleading guilty may have consequences with respect to her
11 immigration status if she is not a citizen of the United States. Under federal law, a broad range of crimes
12 are removable offenses, including the offense to which the defendant is pleading guilty.
13 Removal and other immigration consequences are the subject of a separate proceeding, however, and
14 defendant understands that no one, including her attorney or the district court, can predict to a certainty
15 the effect of her conviction on her immigration status. Defendant nevertheless affirms that she wants to
16 plead guilty regardless of any immigration consequences that her plea may entail, even if the
17 consequence is her removal from the United States.

18 **VIII. ENTIRE PLEA AGREEMENT**

19 Other than this plea agreement, no agreement, understanding, promise, or condition between the
20 government and the defendant exists, nor will such agreement, understanding, promise, or condition
21 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and
22 counsel for the United States.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C. Attorney for United States:

I accept and agree to this plea agreement on behalf of the government.

Dated: *July 5, 2018*

McGREGOR W. SCOTT
United States Attorney



MARK J. McKEON
Assistant United States Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX "A"

Factual Basis for Plea

Health Care Fraud was committed by N.E.. She was a chiropractor, practicing in Bakersfield.

N.E. improperly submitted claims for payment for medical-legal reports written by her, ML 102 and ML 103, under circumstances when her writing a medical-legal report and her billing for it were not authorized by California law. The following of proper procedures for writing and billing for medical-legal reports in a particular case was material to the decisions of the insurers on whether to pay the claims.

In furtherance of the scheme to defraud, N.E. submitted claims in the approximate aggregate amount of \$5,686.79 in connection with public plans or contracts affecting commerce under which medical benefits, items or services were provided to any beneficiary, as set forth in Appendix "B" below.

N.E. acted at all times willfully and with the intent to defraud.

Defendant GHARIB-DANESH aided, counseled, commanded, induced or procured N.E. with respect to at least one element of health care fraud, that is GHARIB-DANESH directed her staff to forward to a third-party billing agency the superbills provided by N.E. for the purpose of preparing CME 1500 forms for N.E. Defendant GHARIB-DANESH acted before the crime was completed, that is, before the claims were submitted. Defendant GHARIB-DANESH was aware of a high probability that claims submitted by her for N.E. were false and she deliberately avoided learning and/or recklessly disregarded the truth that the bills fraudulently claimed payment for medical-legal reports using codes ML 102 and ML 103.

APPENDIX "B"

<u>Insurance Company</u>	<u>Aggregate Claims Amount</u>
State Compensation Insurance Fund	\$ 2,806.34
Zenith Insurance Company	\$ 2,068.49
Employers Compensation Insurance Company	\$ 811.96
Total	\$ 5,686.89

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 8

UNITED STATES DISTRICT COURT
Eastern District of California

UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE

v.

Case Number: **1:15CR00179-004**

PAIN FREE DIAGNOSTICS, INC.

Defendant's Attorney: Richard Alan Moss, Retained

THE DEFENDANT ORGANIZATION:

- pleaded guilty to count(s) 1 of the Superseding Information.
- pleaded nolo contendere to count(s) , which was accepted by the court.
- was found guilty on count(s) after a plea of not guilty.

The organizational defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 U.S.C. §1349	CONSPIRACY TO COMMIT HEALTH CARE FRAUD (Class D Felony)	August 2005 - November 2012	1

The defendant organization is sentenced as provided in pages 2 through 7 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- The defendant has been found not guilty on count(s) .
- Count(s) dismissed on the motion of the United States.
- Indictment is to be dismissed by District Court on motion of the United States.
- Appeal rights given. Appeal rights waived.

It is ordered that the defendant organization must notify the United States attorney for this district within 30 days of any change of name, principal business address, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution or fine, the defendant organization must notify the court and United States attorney of material changes in economic circumstances.

10/1/2018

Date of Imposition of Judgment

/s/ Lawrence J. O'Neill

Signature of Judicial Officer

Lawrence J. O'Neill, United States District Judge

Name & Title of Judicial Officer

10/12/2018

Date

PROBATION

The defendant organization is hereby sentenced to probation for a term of:
12 months.

MANDATORY CONDITIONS

The defendant organization shall not commit another federal, state or local crime.

- The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse.
- You must cooperate in the collection of DNA as directed by the probation officer.
- You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C. § 20901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in the location where you reside, work, are a student, or were convicted of a qualifying offense.
- You must participate in an approved program for domestic violence.
- You must make restitution in accordance with 18 U.S.C. §§ 2248, 2259, 2264, 2327, 3663, 3663A, and 3664.

If this judgment imposes a fine or a restitution obligation, it is a condition of probation that the defendant organization pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant organization must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page (if indicated below).

STANDARD CONDITIONS OF SUPERVISION

1. within thirty days from the date of this judgment, the defendant organization shall designate an official of the organization to act as the organizations's representative and to be the primary contact with the probation officer;
2. The defendant organization shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
3. the defendant organization shall notify the probation officer ten days prior to any change in principal business or mailing address;
4. the defendant organization shall permit a probation officer to visit the organization at any of its operating business sites;
5. the defendant organization shall notify the probation officer within seventy-two hours of any criminal prosecution, major civil litigation, or administrative proceedings against the organization;
6. the defendant organization shall not dissolve, change its name, or change the name under which it does business unless this judgment and all criminal monetary penalties imposed by this court are either fully satisfied or are equally enforceable against the defendant's successors or assignees; and
7. the defendant organization shall not waste, nor without permission of the probation officer, see, assign, or transfer its assets.

SPECIAL CONDITIONS OF PROBATION

1. The defendant shall submit to the search of the organization property and vehicle by a United States probation officer, or any other authorized person under the immediate and personal supervision of the probation officer, based upon reasonable suspicion, without a search warrant. Failure to submit to a search may be grounds for revocation. The defendant shall warn any other residents that the premises may be subject to searches pursuant to this condition.
2. The defendant shall not dispose of or otherwise dissipate any of the organization's assets until the fine and/or restitution ordered by this Judgment is paid in full, unless the defendant obtains approval of the Court or the probation officer.
3. The defendant shall apply all monies received from income tax refunds, lottery winnings, inheritance, judgments and any anticipated or unexpected financial gains to any unpaid restitution ordered by this Judgment.
4. The defendant shall provide the probation officer with access to any requested financial information.
5. The defendant shall not open additional lines of credit without the approval of the probation officer.

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the Schedule of Payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$400.00	\$0.00	\$1,200,000.00

- The determination of restitution is deferred until ____ . An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.
- The Court orders the defendant to pay restitution to the victim(s) as outlined in the Restitution Attachment on Sheet 5B.

In addition, the Court gives notice that this case involves other defendants, or may involve other defendants, who may be held jointly and severally liable for payment of all or part of the restitution ordered herein and may order such payment in the future. Such future orders do not increase the amount of restitution ordered against the defendant.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

- Restitution amount ordered pursuant to plea agreement \$ ____
- The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).
- The court determined that the defendant does not have the ability to pay interest and it is ordered that:
- The interest requirement is waived for the fine restitution
- The interest requirement for the fine restitution is modified as follows:
- If incarcerated, payment of the fine is due during imprisonment at the rate of not less than \$25 per quarter and payment shall be through the Bureau of Prisons Inmate Financial Responsibility Program.
- If incarcerated, payment of the restitution is due during imprisonment at the rate of not less than \$25 per quarter and payment shall be through the Bureau of Prisons Inmate Financial Responsibility Program.

*Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: PAIN FREE DIAGNOSTICS, INC.

Page 5 of 7

CASE NUMBER: 1:15CR00179-004

RESTITUTION PAYMENTS

Restitution of \$1,200,000.00 to:

ACCIDENT FUND HOLDINGS, INC.
SANTA ANA, CA 92707
\$17,335.08

AMERICAN CLAIMS MANAGEMENT
SAN DIEGO, CA 92186
\$17,196.26

BONNAMY & ASSOCIATES, LLC
BURBANK, CA 91502
\$14,608.83

CITY OF LOS ANGELES, WORKERS' COMPE
LOS ANGELES, CA 90012
\$5,440.85

COUNTY OF LOS ANGELES RISK MANAGEME
LOS ANGELES, CA 90010
\$17,893.12

EMPLOYERS
GLENDALE, CA 91203
\$54,678.15

FIREMAN'S FUND INSURANCE
RANCHO CORDOVA, CA 95670
\$8,825.13

G4S COMPLIANCE & INVESTIGATIONS
RALEIGH, NC 27615
\$11,119.33

GALLAGHER BASSETT SERVICES, INC.
ARLINGTON HEIGHTS, IL 60006-3001
\$113,971.04

ICW GROUP INSURANCE COMPANY
SAN DIEGO, CA 92150-9039
\$7,790.84

LIBERTY MUTUAL
ROCKLIN, CA 95765
\$137,817.59

PATRIOT CARE MANAGEMENT, INC.
ST. LOUIS, MO 63141
\$8,306.49

REPUBLIC INDEMNITY COMPANY OF AMERI
ENCINO, CA 91416
\$1,181.73

STATE FARM INSURANCE
BAKERSFIELD, CA 93311
\$7,236.40

THE ZENITH INSURANCE
WOODLAND HILLS, CA 91367
\$13,887.04

TRISTAR INSURANCE GROUP
LONG BEACH, CA 90802
\$1,229.00

AIG
SHAWNEE MISSION, KS 66225
\$79,824.55

BERKSHIRE HATHAWAY HOMESTATE COMPAN
SAN DIEGO, CA 92101
\$32,754.36

CALIFORNIA STATE COMPENSATION INSUR
SANTA ANA, CA 92705
\$300,460.99

CNA INSURANCE
BREA, CA 92821
\$2,489.39

COVENTBRIDGE GROUP
JACKSONVILLE, FL 32225
\$567.23

FARMERS INSURANCE GROUP
OLATHE, KS 66061
\$23,965.40

G4S COMPLIANCE & INVESTIGATIONS
RALEIGH, NC 27615
\$3,451.79

G4S COMPLIANCE & INVESTIGATIONS
RALEIGH, NC 27615
\$2,016.40

ICW GROUP INSURANCE COMPANY
SAN DIEGO, CA 92150-9039
\$1,466.57

INTERCARE HOLDINGS INSURANCE SERVIE
ROSEVILLE, CA 95661
\$22,124.86

PACIFIC COMPENSATION INSURANCE COMP
THOUSAND OAKS, CA 91359
\$2,068.44

PATRIOT RISK SERVICE, INC.(C/O CIGA)
FORT LAUDERDALE, FL 33301
\$6,754.19

SENTRY INSURANCE COMPANY
IRVINE, CA 92606
\$5,086.89

THE HARTFORD
SAN RAMON, CA 94583
\$95,952.90

TRAVELERS
COBB, CA 95426
\$92,538.03

YORK RISK SERVICES GROUP
DUBLIN, OH 43017
\$40,561.07

DEFENDANT: **PAIN FREE DIAGNOSTICS, INC.**

Page 6 of 7

CASE NUMBER: **1:15CR00179-004**

ZURICH NORTH AMERICA

ALTA LOMA, CA 91701

\$49,400.06

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A. Lump sum payment of \$ 1,200,400.00 due immediately, balance due
 Not later than ____, or
 in accordance C, D, E, or F below; or
- B. Payment to begin immediately (may be combined with C, D, or F below); or
- C. Payment in equal ____ (e.g. weekly, monthly, quarterly) installments of \$ ____ over a period of ____ (e.g. months or years), to commence ____ (e.g. 30 or 60 days) after the date of this judgment; or
- D. Payment in equal ____ (e.g. weekly, monthly, quarterly) installments of \$ ____ over a period of ____ (e.g. months or years), to commence ____ (e.g. 30 or 60 days) after release from imprisonment to a term of supervision; or
- E. Payment during the term of supervised release/probation will commence within ____ (e.g. 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendants ability to pay at that time; or
- F. Special instructions regarding the payment of criminal monetary penalties:

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) JVT A assessment, (8) penalties, and (9) costs, including cost of prosecution and court costs.

EXHIBIT 9

1 XAVIER BECERRA
Attorney General of California
2 LINDA K. SCHNEIDER
Senior Assistant Attorney General
3 THOMAS L. RINALDI
Supervising Deputy Attorney General
4 State Bar No. 206911
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 269-6310
6 Facsimile: (213) 897-2804

7 *Attorneys for Complainant*

8
9 **BEFORE THE**
10 **BOARD OF CHIROPRACTIC EXAMINERS**
11 **DEPARTMENT OF CONSUMER AFFAIRS**
12 **STATE OF CALIFORNIA**

13 In the Matter of the Accusation Against:

Case No.

14 **BAHAR GHARIB DANESH**
6944 Reseda Blvd
15 Reseda, CA 91335

A C C U S A T I O N

16 Chiropractor License No. DC 28361

17 Respondent.

18
19
20 Complainant alleges:

21 **PARTIES**

22 1. Robert Puleo (Complainant) brings this Accusation solely in his official capacity as
23 the Executive Officer of the Board of Chiropractic Examiners, Department of Consumer Affairs
24 (Board).

25 2. On or about August 30, 2002, the Board issued Chiropractor License No. DC 28361
26 to Bahar Gharib Danesh (Respondent). The Chiropractor License was in full force and effect at
27 all times relevant to the charges brought herein and will expire on September 30, 2019, unless
28 renewed.

JURISDICTION

3. This Accusation is brought before the Board under the authority of the following sections of the Chiropractic Act (Act).¹,

4. Section 10 of the Act states, in pertinent part, that the Board may suspend or revoke a license to practice chiropractic or may place the license on probation for violations of the rules and regulations adopted by the Board or for any cause specified in the Chiropractic Initiative Act.

5. Section 810 states:

“(a) It shall constitute unprofessional conduct and grounds for disciplinary action, including suspension or revocation of a license or certificate, for a health care professional to do any of the following in connection with his or her professional activities:

“(1) Knowingly present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.

“(2) Knowingly prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used in support of any false or fraudulent claim.

A(b) It shall constitute cause for revocation or suspension of a license or certificate for a health care professional to engage in any conduct prohibited under Section 1871.4 of the Insurance Code or Section 549 or 550 of the Penal Code.

“(c) (1) It shall constitute cause for automatic suspension of a license or certificate issued pursuant to Chapter 4 (commencing with Section 1600), Chapter 5 (commencing with Section 2000), Chapter 6.6 (commencing with Section 2900), Chapter 7 (commencing with Section 3000), or Chapter 9 (commencing with Section 4000), or pursuant to the Chiropractic Act or the Osteopathic Act, if a licensee or certificate holder has been convicted of any felony involving fraud committed by the licensee or certificate holder in conjunction with providing benefits covered by worker’s compensation insurance, or has been convicted of any felony involving Medi-Cal fraud committed by the licensee or certificate holder in conjunction with the Medi-Cal

¹ The Chiropractic Act, an initiative measure approved by the electors on November 7, 1922, while not included in the Business and Professions Code by the legislature, is set out in West's Annotated California Codes as sections 1000-1 to 1000-19, and is included in Deering's California Codes as Appendix I, for convenient reference.

1 program, including the Denti-Cal element of the Medi-Cal program, pursuant to Chapter 7
2 (commencing with Section 14000), or Chapter 8 (commencing with Section 14200), of Part 3 of
3 Division 9 of the Welfare and Institutions Code. The board shall convene a disciplinary hearing to
4 determine whether or not the license or certificate shall be suspended, revoked, or some other
5 disposition shall be considered, including, but not limited to, revocation with the opportunity to
6 petition for reinstatement, suspension, or other limitations on the license or certificate as the
7 board deems appropriate.

8 “(2) It shall constitute cause for automatic suspension and for revocation of a license or
9 certificate issued pursuant to Chapter 4 (commencing with Section 1600), Chapter 5
10 (commencing with Section 2000), Chapter 6.6 (commencing with Section 2900), Chapter 7
11 (commencing with Section 3000), or Chapter 9 (commencing with Section 4000), or pursuant to
12 the Chiropractic Act or the Osteopathic Act, if a licensee or certificate holder has more than one
13 conviction of any felony arising out of separate prosecutions involving fraud committed by the
14 licensee or certificate holder in conjunction with providing benefits covered by worker’s
15 compensation insurance, or in conjunction with the Medi-Cal program, including the Denti-Cal
16 element of the Medi-Cal program pursuant to Chapter 7 (commencing with Section 14000), or
17 Chapter 8 (commencing with Section 14200), of Part 3 of Division 9 of the Welfare and
18 Institutions Code. The board shall convene a disciplinary hearing to revoke the license or
19 certificate and an order of revocation shall be issued unless the board finds mitigating
20 circumstances to order some other disposition.

21 “(3) It is the intent of the Legislature that paragraph (2) apply to a licensee or certificate
22 holder who has one or more convictions prior to January 1, 2004, as provided in this subdivision.

23 “(4) Nothing in this subdivision shall preclude a board from suspending or revoking a
24 license or certificate pursuant to any other provision of law.

25 “(5) “Board,” as used in this subdivision, means the Dental Board of California, the
26 Medical Board of California, the Board of Psychology, the State Board of Optometry, the
27 California State Board of Pharmacy, the Osteopathic Medical Board of California, and the State
28 Board of Chiropractic Examiners.

1

2 “(k) The commission of any act involving moral turpitude, dishonesty, or corruption,
3 whether the act is committed in the course of the individual’s activities as a license holder, or
4 otherwise;

5 “(l) Knowingly making or signing any certificate or other document relating to the
6 practice of chiropractic which falsely represents the existence or nonexistence of a state of facts;

7 “(m) Violating or attempting to violate, directly or indirectly, or assisting in or abetting in
8 the violation of, or conspiring to violate any provision or term of the Act or the regulations
9 adopted by the board thereunder;

10

11 “(q) The participation in any act of fraud or misrepresentation.”

12 7. California Code of Regulations, title 16, section 355.1 states:

13 "The suspension, expiration, or forfeiture by operation of law of a license issued by the
14 board, or its suspension, or forfeiture by order of the board or by order of a court of law, or its
15 surrender without the written consent of the board shall not, during any period in which it may be
16 renewed, restored, reissued, or reinstated, deprive the board of its authority to institute or continue
17 a disciplinary proceeding against the licensee upon any ground provided by law or to enter an
18 order suspending or revoking the license or otherwise taking disciplinary action against the
19 licensee on any such ground."

20 **COST RECOVERY**

21 8. California Code of Regulations, title 16, section 317.5, subdivision (a), states, in
22 pertinent part:

23 “In any order in resolution of a disciplinary proceeding before the Board of Chiropractic
24 Examiners, the board may request the administrative law judge to direct a licentiate found to have
25 committed a violation or violations of the Chiropractic Initiative Act to pay a sum not to exceed
26 the reasonable costs of the investigation and enforcement of the case.”

27 ///

28 ///

1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Conviction of a Substantially Related Crime)**

3 9. Respondent's license is subject to disciplinary action pursuant to section 10 and
4 California Code of Regulations, title 16, section 317, subdivision (g), on the grounds of
5 unprofessional conduct, in that Respondent has committed a crime substantially related to the
6 qualifications, functions, and duties of a licensed chiropractor, as follows: On or about October 1,
7 2018, after pleading guilty, Respondent was convicted of one felony count of violating Title 18,
8 United States Code section 1347 and 2(a) [aiding and abetting health care fraud] in the criminal
9 proceeding entitled *United States of America v. Bahar Gharib-Danesh* (U.S. Dist. Ct. E.D.C.,
10 2018, No. 1:15-cr-00179). The court placed Respondent on 12 months' probation, with terms and
11 conditions. The circumstances surrounding the conviction are that in or around 2014, Respondent
12 directed her medical staff in how to prepare bills to be submitted by another using fraudulent
13 billing codes as part of an overall scheme to defraud a health care benefit program.

14 **SECOND CAUSE FOR DISCIPLINE**

15 **(Insurance Fraud)**

16 10. Respondent is subject to disciplinary action pursuant to section 10 of the Act and
17 Business and Professions Code section 810, on the grounds of unprofessional conduct in that she
18 committed acts of insurance fraud. Complainant refers to, and by this reference incorporates, the
19 allegations set forth above in paragraph 9, as though set forth fully.

20 **THIRD CAUSE FOR DISCIPLINE**

21 **(Conviction of a Felony Crime Involving Moral Turpitude, Dishonesty, or Corruption)**

22 11. Respondent's chiropractic license is subject to discipline pursuant to section 10 of the
23 Act and California Code of Regulations, title 16, section 317, subdivision (h), for unprofessional
24 conduct in that Respondent was convicted of a felony involving moral turpitude and/or
25 dishonesty. Complainant refers to, and by this reference incorporates, the allegations set forth
26 above in paragraph 9, as though set forth fully herein.

27 ///

28 ///

1 3. Ordering Bahar Gharib Danesh to pay the Board of Chiropractic Examiners the
2 reasonable costs of the investigation and enforcement of this case, pursuant to Title 16, California
3 Code of Regulations, section 317.5; and,

4 4. Taking such other and further action as deemed necessary and proper.

5
6
7 DATED:

12/19/2018



ROBERT PULEO
Executive Officer
Board of Chiropractic Examiners
Department of Consumer Affairs
State of California
Complainant

8
9
10
11
12 LA2018602707
63066511.docx

EXHIBIT 10

BOARD OF CHIROPRACTIC EXAMINERS

LICENSING DETAILS FOR: 28361

NAME: DANESH, BAHAR GHARIB

LICENSE TYPE: CHIROPRACTOR

LICENSE STATUS: VALID
ADDRESS

6944 RESEDA BLVD
RESEDA CA 91335
LOS ANGELES COUNTY

ISSUANCE DATE

AUGUST 30, 2002

EXPIRATION DATE

SEPTEMBER 30, 2019

CURRENT DATE / TIME

JANUARY 16, 2019
11:14:51 AM

PUBLIC RECORDS

› DISCIPLINARY ACTIONS (1)

DESCRIPTION: ACCUSATION FILED **START DATE:** DECEMBER 19, 2018

PUBLIC DOCUMENTS

∨ DOCUMENTS (1)

DATE: 2018-12-19 **DOCUMENT:** LINK

LICENSE RELATIONSHIPS

NAME: DANESH, BAHAR G

LICENSE/REGISTRATION TYPE: SATELLITE

LICENSE NUMBER: 12597 **PRIMARY STATUS:**
CANCELLED

NAME: DANESH, BAHAR G

LICENSE/REGISTRATION TYPE: SATELLITE

LICENSE NUMBER: 12681 **PRIMARY STATUS:**
CANCELLED

NAME: DANESH, BAHAR G

LICENSE/REGISTRATION TYPE: SATELLITE

LICENSE NUMBER: 12884 **PRIMARY STATUS:**
CANCELLED

NAME: DANESH, BAHAR GHARIB

LICENSE/REGISTRATION TYPE: SATELLITE

LICENSE NUMBER: 13756 **PRIMARY STATUS:**
FORFEITURE

NAME: DANESH, BAHAR G

LICENSE/REGISTRATION TYPE: SATELLITE

LICENSE NUMBER: 12885 **PRIMARY STATUS:**
CANCELLED

NAME: DANESH, BAHAR G

LICENSE/REGISTRATION TYPE: SATELLITE

LICENSE NUMBER: 12886 **PRIMARY STATUS:**
FORFEITURE

NAME: BAHAR GHARIB-DANESH CHIROPRACTIC
INC.

LICENSE/REGISTRATION TYPE: CORPORATION

LICENSE NUMBER: 3479 **PRIMARY STATUS:**
FORFEITURE

ADDRESS :

2920 F ST C-5
BAKERSFIELD CA 93301
KERN COUNTY

MAP

ADDRESS :

2323 W. CALDWELL AVE
VISALIA CA 93277
TULARE COUNTY

MAP

ADDRESS :

1555 W 5TH STREET #270
OXNARD CA 93030
VENTURA COUNTY

MAP

ADDRESS :

1801 E. EDINGER AVE STE 125
SANTA ANA CA 92705
ORANGE COUNTY

MAP

ADDRESS :

4201 LONG BEACH STE 430
LONG BEACH CA 90807
LOS ANGELES COUNTY

MAP

ADDRESS :

3580 WILSHIRE BLVD #100
LOS ANGELES CA 90010
LOS ANGELES COUNTY

MAP

ADDRESS :

6944 RESEDA BLVD
RESEDA CA 91335
LOS ANGELES COUNTY

MAP

EXHIBIT 11

Case Summary

1:15-cr-00179-LJO-SKO All Defendants USA v. Gharib-Danesh et al

Date filed: 07/02/2015

Date terminated: 11/13/2018

Date of last filing: 01/02/2019

Bahar Gharib-Danesh (1)

Office: Fresno **Filed:** 07/02/2015

County: Fresno **Terminated:** 10/01/2018 **Reopened:**

Other Court Case: None

Count: 1 **Citation:** 18:1349.F **Offense Level:** 4
CONSPIRACY TO COMMIT HEALTH CARE FRAUD

Count: 2-16 **Citation:** 18:1347.F **Offense Level:** 4
HEALTH CARE FRAUD

Count: 2s **Citation:** 18:1347.F **Offense Level:** 4
Aiding and Abetting Health Care Fraud

Defendant Custody Status:

Plaintiff: represented Patrick R Delahunty, GOVT(Designation
USA by Assistant US Attorney)

Phone: 559-497-4047

Fax: 559-497-4099

Email: patrick.delahunty@usdoj.gov

Plaintiff: represented Fresno Forfeiture Unit(Designation Assistant US
USA by Attorney)

Phone: 559-497-4000

Email: usacae.ecffrsfor@usdoj.gov

Plaintiff: represented Mark Joseph McKeon(Designation Assistant US
USA by Attorney)

Phone: 559-497-4048

Fax: 559-497-4099

Email: mark.mckeon@usdoj.gov

Na Young Eoh (2)

Office: Fresno **Filed:** 07/02/2015

County: Fresno **Terminated:** 09/04/2018 **Reopened:**

Other Court Case: None

Count: 1 **Citation:** 18:1349.F **Offense Level:** 4
CONSPIRACY TO COMMIT HEALTH CARE FRAUD

Count: 2-16 **Citation:** 18:1347.F **Offense Level:** 4
HEALTH CARE FRAUD

Count: 1s **Citation:** 18:1347.F **Offense Level:** 4
18:1347 - Health Care Fraud

Defendant Custody Status: Released

Plaintiff: represented Patrick R Delahunty, GOVT(Designation
USA by Assistant US Attorney)

Phone: 559-497-4047

Fax: 559-497-4099

Email: patrick.delahunty@usdoj.gov

Plaintiff: represented Fresno Forfeiture Unit(Designation Assistant US
USA by Attorney)

Phone: 559-497-4000

Email: usacae.ecffrsfor@usdoj.gov

Plaintiff: represented Mark Joseph McKeon(Designation Assistant US
USA by Attorney)

Phone: 559-497-4048

Fax: 559-497-4099

Email: mark.mckeon@usdoj.gov

John Thomas Terrence (3)**Office:** Fresno **Filed:** 07/02/2015**County:** Fresno **Terminated:** 11/13/2018 **Reopened:****Other Court Case:** None**Count:** 1 **Citation:** 18:1349.F **Offense Level:** 4
CONSPIRACY TO COMMIT HEALTH CARE FRAUD**Count:** 2 **Citation:** 18:1347.F **Offense Level:** 4
HEALTH CARE FRAUD**Count:** 3-16 **Citation:** 18:1347.F **Offense Level:** 4
HEALTH CARE FRAUD**Defendant Custody Status:** Released**Flag:** **CLOSED****Plaintiff:** **represented** Patrick R Delahunty, GOVT(Designation
USA **by** Assistant US Attorney)**Phone:**559-497-4047**Fax:** 559-497-4099**Email:**patrick.delahunty@usdoj.gov**Plaintiff:** **represented** Fresno Forfeiture Unit(Designation Assistant US
USA **by** Attorney)**Phone:**559-497-4000**Email:**usacae.ecffrsfor@usdoj.gov**Plaintiff:** **represented** Mark Joseph McKeon(Designation Assistant US
USA **by** Attorney)**Phone:**559-497-4048**Fax:** 559-497-4099**Email:**mark.mckeon@usdoj.gov**Pain Free Diagnostics, Inc. (4)****Office:** Fresno **Filed:** 07/02/2015**County:** Fresno **Terminated:** 10/01/2018 **Reopened:****Other Court Case:** None**Count:** 1 **Citation:** 18:1349.F **Offense Level:** 4
Conspiracy to Commit Health Care Fraud**Defendant Custody Status:****Plaintiff:** **represented** Patrick R Delahunty, GOVT(Designation
USA **by** Assistant US Attorney)**Phone:**559-497-4047**Fax:** 559-497-4099**Email:**patrick.delahunty@usdoj.gov**Plaintiff:** **represented** Fresno Forfeiture Unit(Designation Assistant US
USA **by** Attorney)**Phone:**559-497-4000**Email:**usacae.ecffrsfor@usdoj.gov**Plaintiff:** **represented** Mark Joseph McKeon(Designation Assistant US
USA **by** Attorney)**Phone:**559-497-4048**Fax:** 559-497-4099**Email:**mark.mckeon@usdoj.gov

PACER Service Center			
Transaction Receipt			
01/16/2019 11:35:54			
PACER Login:	Odlegal94612:2536794:0	Client Code:	AFU-National Script-Bahar Danesh
Description:	Case Summary	Search Criteria:	1:15-cr-00179-LJO-SKO
Billable	1	Cost:	0.10

Pages:				
---------------	--	--	--	--

EXHIBIT 12

U.S. District Court
Eastern District of California - Live System (Fresno)
CRIMINAL DOCKET FOR CASE #: 1:15-cr-00179-LJO-SKO-1

Case title: USA v. Gharib-Danesh et al

Date Filed: 07/02/2015

Date Terminated: 10/01/2018

Assigned to: District Judge Lawrence J.
O'Neill
Referred to: Magistrate Judge Sheila K.
Oberto

Defendant (1)**Bahar Gharib-Danesh***D.C**TERMINATED: 10/01/2018**also known as*

Bahar Gharib

*TERMINATED: 10/01/2018**also known as*

Bahar Danesh

*TERMINATED: 10/01/2018**also known as*

Bahar Danesh-Gharib

*TERMINATED: 10/01/2018**also known as*

Bahar Danesh Gharib

*TERMINATED: 10/01/2018*represented by **Richard Alan Moss**

Moss Law Group

255 South Marengo Avenue

Pasadena, CA 91101

(626) 796-7400

Fax: (626) 796-7789

Email: rmoss@rmosslaw.com**LEAD ATTORNEY****ATTORNEY TO BE NOTICED****Daniel Alex Bacon**

2445 Capitol Street

Suite 160A

Fresno, CA 93721

559-412-4420

Fax: 559-233-4333

Email: dbaonlaw@aol.com**ATTORNEY TO BE NOTICED***Designation: Retained***Jerry B. Marshak**

Moss Law Group

255 S. Marengo Avenue

Pasadena, CA 91101

626-796-7400

Fax: 626-796-7789

Email: jmarshak@rmosslaw.com**ATTORNEY TO BE NOTICED****William Charles Fleming , Jr.**

Moss Law Group

255 South Marengo Avenue

Pasadena, CA 91101

(626) 796-7400

Fax: (626) 796-7789

Email: wflaming@rmosslaw.com**ATTORNEY TO BE NOTICED**

Pending Counts

CONSPIRACY TO COMMIT HEALTH
CARE FRAUD

(1)

HEALTH CARE FRAUD

(2-16)

Aiding and Abetting Health Care Fraud

(2s)

Disposition

DISMISSED

DISMISSED

PROBATION: 36 Months. Special
Assessment \$100. Fine \$5,000.

Highest Offense Level (Opening)

Felony

Terminated Counts

None

Disposition**Highest Offense Level (Terminated)**

None

Complaints

None

Disposition**Plaintiff**

USA

represented by **Mark Joseph McKeon**
United States Attorney's Office
2500 Tulare Street
Suite 4401
Fresno, CA 93721
559-497-4048
Fax: 559-497-4099
Email: mark.mckeon@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Assistant US Attorney

Patrick R Delahunty , GOVT
United States Attorney's Office
2500 Tulare Street, Suite 4000
Fresno, CA 93721
559-497-4047
Fax: 559-497-4099
Email: patrick.delahunty@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Assistant US Attorney

Fresno Forfeiture Unit
United States Attorney's Office

2500 Tulare Street
 Suite 4401
 Fresno, CA 93721
 559-497-4000
 Email: usacae.ecffrsfor@usdoj.gov
ATTORNEY TO BE NOTICED
Designation: Assistant US Attorney

Date Filed	#	Docket Text
07/02/2015	1	INDICTMENT as to Bahar Gharib-Danesh (1) count(s) 1, 2-16, Na Young Eoh (2) count(s) 1, 2-16, John Thomas Terrence (3) count(s) 1, 2-16. (Attachments: # 1 T. Bill) (Lundstrom, T) (Entered: 07/02/2015)
07/02/2015	2	ORDER to SEAL CASE signed by Magistrate Judge Sheila K. Oberto on 7/2/2015 as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence. CASE SEALED. (Lundstrom, T) (Entered: 07/02/2015)
07/09/2015	6	MOTION and Order to UNSEAL Indictment, by USA as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence. (Hellings, J) (Entered: 07/09/2015)
07/09/2015	7	ORDER to UNSEAL Indictment, signed by Magistrate Judge Gary S. Austin on 7/9/15 as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence. (Hellings, J) (Entered: 07/09/2015)
07/13/2015	14	NOTICE of ATTORNEY APPEARANCE: Richard Alan Moss appearing for Bahar Gharib-Danesh. Attorney Moss, Richard Alan added. (Moss, Richard) (Entered: 07/13/2015)
07/13/2015	15	NOTICE of ATTORNEY APPEARANCE: William Charles Fleming, Jr appearing for Bahar Gharib-Danesh. Attorney Fleming, William Charles added. (Fleming, William) (Entered: 07/13/2015)
07/13/2015	16	NOTICE of ATTORNEY APPEARANCE: Jerry B. Marshak appearing for Bahar Gharib-Danesh. Attorney Marshak, Jerry B. added. (Marshak, Jerry) (Entered: 07/13/2015)
07/15/2015	22	TRANSFER DOCUMENTS RECEIVED from Central District of California re Rule 5(c) (3) as to Bahar Gharib-Danesh. # 1 Unredacted Affidavit of Surety) (Robles, S). (Entered: 07/15/2015)
07/15/2015	23	STIPULATION and PROPOSED ORDER for Continue Initial Appearance In This District of Defendant Bahar Gharib-Danesh by USA. (McKeon, Mark) (Entered: 07/15/2015)
07/16/2015	24	STIPULATION REGARDING Excludable Time Periods Under Speedy Trial Act; FINDINGS and ORDER as to Bahar Gharib-Danesh (1), Signed by Magistrate Judge Sheila K. Oberto on 7/16/2015. The Status Conference previously set for 7/24/2015 is CONTINUED to 8/17/2015 at 01:00 PM in Courtroom 7 before Magistrate Judge Sheila K. Oberto. Time is excluded under the Speedy Trial Act for the reasons set forth on the record. The Court finds that good cause exists and that the ends of justice outweigh the interest of the public and the defendant in a speedy trial. XT Start: 7/24/2015, Stop: 8/17/2015. (Arellano, S.) (Entered: 07/16/2015)
08/17/2015	30	MINUTES (Text Only) for proceedings before Magistrate Judge Sheila K. Oberto: ARRAIGNMENT AND PLEA re Indictment as to Bahar Gharib-Danesh (1), Count 1,2-16, held on 8/17/2015. Defendant advised of charges/rights; waived reading/advisement; NOT GUILTY PLEA ENTERED. Discovery (initial discovery received)/reciprocal

		discovery requested - so ordered. FIRST STATUS CONFERENCE held on 8/17/2015 as to Bahar Gharib-Danesh (1). The government advised the Court that the bulk of the discovery has been provided, with supplemental to be forthcoming, with a disk with an Excel index. <u>SECOND STATUS CONFERENCE set set for 11/30/2015 at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto.</u> (Excludable time XT Start: 8/17/2015 Stop: 11/30/2015) Time is to be excluded under the Speedy Trial Act in that good cause exists and that the ends of justice outweigh the interest of the public and the defendant in a speedy trial. For the reasons set forth on the record, the continuance requested is granted for good cause and the Court finds the ends of justice outweigh the interest of the public and the defendant in a speedy trial. Government Counsel: Mark McKeon present. Defense Counsel: Richard Moss and Jerry Marshak on behalf of Bahar Gharib-Danesh present. Custody Status: O/R (defendant present). Court Reporter/CD Number: Karen Hooven. (Rooney, M) (Entered: 08/24/2015)
09/01/2015	32	NOTICE of ATTORNEY APPEARANCE: Leodis Clyde Matthews on behalf of John Thomas Terrence. Attorney Matthews, Leodis Clyde added. (Matthews, Leodis) (Entered: 09/01/2015)
11/17/2015	33	STIPULATION and PROPOSED ORDER for Continuance of Second Status Conference and Regarding Excludable Time Periods by Bahar Gharib-Danesh. (Moss, Richard) (Entered: 11/17/2015)
11/18/2015	34	STIPULATION and ORDER as to Bahar Gharib-Danesh, Na Young Eoh and John Thomas Terrence to CONTINUE SECOND STATUS CONFERENCE. The Status Conference currently set for 11/30/2015, is CONTINUED to 2/16/2016, at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto. Time shall be excluded. Order signed by Magistrate Judge Sheila K. Oberto on 11/17/2015. (Timken, A) (Entered: 11/18/2015)
02/11/2016	36	STIPULATION and PROPOSED ORDER for Continuance of Second Status Conference & Re Excludable Time Periods by Bahar Gharib-Danesh. (Moss, Richard) (Entered: 02/11/2016)
02/12/2016	37	STIPULATION and ORDER to CONTINUE Second Status Conference as to Bahar Gharib-Danesh, Na Young Eoh AND John Thomas Terrence. The Status Conference currently set for 2/16/2016, is CONTINUED to 4/4/2016, at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto. Time shall be excluded. Order signed by Magistrate Judge Sheila K. Oberto on 2/12/2016. (Timken, A) (Entered: 02/12/2016)
03/29/2016	38	WAIVER of PERSONAL APPEARANCE by Bahar Gharib-Danesh. (Marshak, Jerry) (Entered: 03/29/2016)
03/31/2016	41	ORDER on Waiver of Defendant's Presence. Defendant Bahar Gharib-Danesh's appearance is hereby waived for all proceedings permitted under Rule 43 of the Federal Rules of Criminal Procedure. Order signed by Magistrate Judge Sheila K. Oberto on 3/31/2016. (Timken, A) (Entered: 03/31/2016)
04/04/2016	44	MINUTES (Text Only) for proceedings before Magistrate Judge Barbara A. McAuliffe on 4/4/2016: 2nd STATUS CONFERENCE as to Bahar Gharib-Danesh (1), Na Young Eoh (2), John Thomas Terrence (3) - held. Atty Bateman - over 80,000 pages of discovery, still reviewing; won't be able to set any trial date soon. Govt - in plea negotiations, <i>Complex case, voluminous discovery</i> . ALL parties request another status conference and waived excludable time - So Ordered, 18 USC 3161. <u>3rd STATUS CONFERENCE & Set a Trial Date is set for 8/15/2016 at 01:00 PM in Courtroom 7 (SKO) before Magistrate Judge Sheila K. Oberto.</u> Atty Bacon notes that Atty Moss did not give him any dates in August to continue a status conference too. Excludable started as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence: XT Start:

		4/4/2016 Stop: 8/15/2016. Time is to be excluded under the Speedy Trial Act in that good cause exists and that the ends of justice outweigh the interest of the public and the defendant in a speedy trial. For the reasons set forth on the record, the continuance requested is granted for good cause and the Court finds the ends of justice outweigh the interest of the public and the defendant in a speedy trial. Government Counsel: Mark McKeon - present. Defense Counsel: Dan Bacon for Richard Moss re Dft 1; Janet Bateman re Dft 2 and Leodis Matthews re Dft 3 - present. Custody Status: ALL O/R - No appearance, each has a RL 43 waiver. Court Reporter/CD Number: ECRO - Esther Valdez. (Herman, H) (Entered: 04/05/2016)
08/11/2016	45	MINUTE ORDER: ***TEXT ENTRY ONLY*** Counsel are directed to meet and confer and select a mutually convenient date for trial to be discussed at the hearing set for August 15, 2016. Minute order signed by Magistrate Judge Sheila K. Oberto on 8/11/2016. (Timken, A) (Entered: 08/11/2016)
08/15/2016	46	MINUTES (Text Only) for proceedings before Magistrate Judge Sheila K. Oberto: STATUS CONFERENCE as to Bahar Gharib-Danesh, Na Young Eoh and John Thomas Terrence held on 8/15/2016. Attorney Marshak stated he is still reviewing discovery and discussing settlement. The parties agree to a trial in the summer of 2017 and anticipate the trial to go 3 weeks. Jury Trial set for 8/15/2017, at 08:30 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill. The Court sets a further Status Conference on 11/7/2016, at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto. <i>If the parties no longer feel the status conference is necessary, they may stipulate to vacate.</i> Time is excluded under the Speedy Trial Act for the reasons set forth on the record. The Court finds that good cause exists and that the ends of justice outweigh the interest of the public and the defendant in a speedy trial. XT Start: 8/15/2016 Stop: 8/15/2017. Government Counsel: M. McKeon present. Defense Counsel: R. Moss and J. Marshak for defendant Gharib-Danesh; J. Bateman for defendant Eoh; L. Matthews for defendant Terrence present. Custody Status: O/R - defendant Gharib-Danesh (PRESENT); defendants Eoh and Terrence - Not Present (WAIVERS). Court Reporter/CD Number: ECRO / O. Rosales. (Timken, A) (Entered: 08/16/2016)
11/02/2016	47	STIPULATION and PROPOSED ORDER for Vacating the Status Conference by Na Young Eoh. (Price, Jerome) (Entered: 11/02/2016)
11/04/2016	48	STIPULATION and ORDER to VACATE STATUS CONFERENCE as to Bahar Gharib-Danesh, Na Young Eoh and John Thomas Terrence. Pursuant to the parties' Stipulation, the November 7, 2016, status conference is hereby vacated. Order signed by Magistrate Judge Sheila K. Oberto on 11/4/2016. (Timken, A) (Entered: 11/04/2016)
01/30/2017	49	ASSOCIATION of ATTORNEY in the case of Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence. Attorney Daniel Alex Bacon for Bahar Gharib-Danesh added. (Bacon, Daniel) (Entered: 01/30/2017)
06/29/2017	51	PRETRIAL ORDER signed by Chief Judge Lawrence J. O'Neill on June 28, 2017 as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence. (Munoz, I) (Entered: 06/29/2017)
07/07/2017	52	STIPULATION and PROPOSED ORDER for Continuance of Trial Date by Bahar Gharib-Danesh. (Moss, Richard) (Entered: 07/07/2017)
07/07/2017	53	STIPULATION and ORDER as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence signed by Chief Judge Lawrence J. O'Neill on July 7, 2017. Jury Trial currently set for 8/15/2017 has been CONTINUED to 8/14/2018 at 08:30 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill. (Munoz, I) (Entered: 07/07/2017)
04/27/2018	54	ARREST WARRANT RETURNED Executed on 7/9/2015 as to Bahar Gharib-Danesh.

		(Hellings, J) (Entered: 04/27/2018)
06/29/2018	61	MINUTE ORDER (TEXT ENTRY ONLY) Change of Plea Hearing as to defendant BAHAR GHARIB-DANESH set for 7/9/2018 at 11:00 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill signed by Chief Judge Lawrence J. O'Neill on June 29, 2018. (Munoz, I) (Entered: 06/29/2018)
07/05/2018	62	PLEA AGREEMENT as to Bahar Gharib-Danesh. (McKeon, Mark) (Entered: 07/05/2018)
07/05/2018	63	SUPERSEDING INFORMATION (Felony) as to Bahar Gharib-Danesh (1) count(s) 2s, Pain Free Diagnostics, Inc. (4) count(s) 1. (Marrujo, C) (Entered: 07/06/2018)
07/09/2018	65	MINUTES (Text Only) for proceedings before Chief Judge Lawrence J. O'Neill: CHANGE of PLEA HEARING as to Bahar Gharib-Danesh held on 7/9/2018. Arraignment on the Superseding Information: True name, waive reading. Waiver of Indictment filed forthwith. Bahar Gharib-Danesh (1) entered GUILTY PLEA on Count 2 of the Superseding Information. Sentencing set for 10/1/2018 at 11:00 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill. Jury Trial currently set for 8/14/2018 is VACATED as to defendant Bahar Gharib-Danesh ONLY. Government Counsel: Mark McKeon present. Defense Counsel: Daniel Bacon, Richard Moss present. Custody Status: BOND. Court Reporter/CD Number: Peggy Crawford. (Munoz, I) (Entered: 07/10/2018)
07/10/2018	67	ORDER on Waiver of Indictment as to Bahar Gharib-Danesh, signed by Chief Judge Lawrence J. O'Neill on 6/28/2018. (Hellings, J) (Entered: 07/10/2018)
08/20/2018	79	<i>(TO BE VIEWED BY ASSIGNED COUNSEL ONLY)</i> DISCLOSED PRESENTENCE INVESTIGATION REPORT (DRAFT) as to Bahar Gharib-Danesh. Informal objections shall not be submitted via CM/ECF and shall be in compliance with the sentencing schedule and pursuant to Local Rule 460. (Attachments: # 1 Character Reference Letters) (Una'Dia, T) (Entered: 08/20/2018)
09/04/2018	82	<i>(TO BE VIEWED BY ASSIGNED COUNSEL ONLY)</i> DISCLOSED PRESENTENCE INVESTIGATION REPORT (REVISED DRAFT) as to Bahar Gharib-Danesh. Informal objections shall not be submitted via CM/ECF and shall be in compliance with the sentencing schedule and pursuant to Local Rule 460. (Una'Dia, T) (Entered: 09/04/2018)
09/10/2018	86	SENTENCING PRESENTENCE INVESTIGATION REPORT (FINAL) as to Bahar Gharib-Danesh. (Attachments: # 1 Response, # 2 Objection Letter, # 3 Character Reference Letters)(Una'Dia, T) (Entered: 09/10/2018)
09/13/2018	90	ORDER on Joint 88 Motion for the Deposit of Funds into the Court's Registry ; Defendant Pain Free Management shall PAY, prior to its scheduled appearance for sentencing, \$1,200,000.00 to the Clerk, United States District Court, via a cashiers check or money order, signed by Chief Judge Lawrence J. O'Neill on 9/13/18. (Martin-Gill, S) (Entered: 09/13/2018)
09/27/2018		RECEIPT number #CAE100040366 \$1,200,000.00 fbo Pain Free Diagnostics Inc by Pain Free Management on 9/27/2018. (Lundstrom, T) (Entered: 09/27/2018)
10/01/2018	101	MINUTES (Text Only) for proceedings before Chief Judge Lawrence J. O'Neill: SENTENCING held on 10/1/2018 for Bahar Gharib-Danesh (1) Count 2 Superseding Information PROBATION: 36 Months with conditions. Mandatory drug testing suspended. Special Assessment \$100. Fine \$5,000. USA Motion to Dismiss Indictment- GRANTED. Appeal Rights waived. The Court will GRANT the defendant's request of probation as ordered the change to one year instead of three years, but it will remain three years until fine is paid in full. DEFENDANT TERMINATED. Government Counsel: Mark McKeon present. Defense Counsel: Daniel Bacon, Richard Moss present. Custody

		Status: BOND. Court Reporter/CD Number: Tammi Sumpter. (Munoz, I) (Entered: 10/02/2018)
10/05/2018	103	JUDGMENT and COMMITMENT signed by Chief Judge Lawrence J. O'Neill on October 5, 2018 as to Bahar Gharib-Danesh. (Munoz, I) (Entered: 10/05/2018)
10/29/2018	110	STIPULATION and PROPOSED ORDER for Return of Passport by Bahar Gharib-Danesh. (Bacon, Daniel) (Entered: 10/29/2018)
10/29/2018	111	STIPULATION and PROPOSED ORDER for Amend Order of Judgment and Commitment by Bahar Gharib-Danesh. (Bacon, Daniel) (Entered: 10/29/2018)
11/01/2018	112	STIPULATION and ORDER to AMEND Order of Judgment and Commitment signed by Chief Judge Lawrence J. O'Neill on 10/31/2018 as to Bahar Gharib-Danesh. (Sant Agata, S) (Entered: 11/01/2018)
12/05/2018	119	FIRST AMENDED JUDGMENT and COMMITMENT signed by Chief Judge Lawrence J. O'Neill on December 5, 2018 as to Bahar Gharib-Danesh. NOTE: Probation was reduced from 36 Months to 12 Months pursuant to the stipulation filed on 11/1/2018. (Munoz, I) (Entered: 12/05/2018)
01/02/2019	120	STIPULATION and PROPOSED ORDER for Return of Passport by Bahar Gharib-Danesh. (Bacon, Daniel) (Entered: 01/02/2019)

PACER Service Center			
Transaction Receipt			
02/27/2019 11:10:45			
PACER Login:	Odlegal94612:2536794:0	Client Code:	AFU-National Script
Description:	Docket Report	Search Criteria:	1:15-cr-00179-LJO-SKO
Billable Pages:	6	Cost:	0.60

EXHIBIT 13

UNITED STATES DISTRICT COURT

Eastern District of California

UNITED STATES OF AMERICA

FIRST AMENDED JUDGMENT IN A CRIMINAL CASE

v.

Case Number: **1:15CR00179-001**

BAHAR GHARIB-DANESH

Defendant's Attorney: Richard Alan Moss, Retained

AKA: Bahaz Gharib, Bahar D. Gharib, Bahar Danesh, Danesh Bahar, Bahar Danesh Gharib, Bahar Gharib Danesh

Date of Original Judgment: October 01, 2018
(Or Date of Last Amended Judgment)

Reason for Amendment:

- Correction of Sentence on Remand (18 U.S.C. 3742(f)(1) and (2))
- Reduction of Sentence for Changed Circumstances (Fed R. Crim. P. 35(b))
- Correction of Sentence by Sentencing Court (Fed R. Crim. P. 35(a))
- Correction of Sentence for Clerical Mistake (Fed R. Crim. P. 36)
- Modification of Supervision Conditions (18 U.S.C. § 3563(c) or 3583(e))
- Modification of Imposed Term of Imprisonment for Extraordinary and Compelling Reasons (18 U.S.C. § 3582(c)(1))
- Modification of Imposed Term of Imprisonment for Retroactive Amendment(s) to the Sentencing Guidelines (18 U.S.C. § 3582(c)(2))
- Direct Motion to District Court Pursuant to 28 U.S.C. §2255, 18 U.S.C. §3559(c)(7), Modification of Restitution Order

THE DEFENDANT:

- pleaded guilty to count(s) 2 of the FIRST Superseding Information.
- pleaded nolo contendere to count(s) , which was accepted by the court.
- was found guilty on count(s) after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 U.S.C. §§ 1347 and 2(a)	Aiding and Abetting Health Care Fraud (Class C Felony)	6/6/2014	2

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- The defendant has been found not guilty on count(s) .
- Count(s) dismissed on the motion of the United States.
- Indictment is to be dismissed by District Court on motion of the United States.
- Appeal rights given. Appeal rights waived.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution or fine, the defendant must notify the court and United States attorney of material changes in economic circumstances.

10/1/2018

 Date of Imposition of Judgment
 /s/ Lawrence J. O'Neill

 Signature of Judicial Officer
Lawrence J. O'Neill, United States District Judge

 Name & Title of Judicial Officer
 12/5/2018

 Date

DEFENDANT: **BAHAR GHARIB-DANESH**
CASE NUMBER: **1:15CR00179-001**

PROBATION

You are hereby sentenced to probation for a term of:

12 Months.

MANDATORY CONDITIONS

You must not commit another federal, state or local crime.

You must not unlawfully possess a controlled substance.

You must refrain from any unlawful use of controlled substance. You must submit to one drug test within 15 days of placement on probation and at least two (2) periodic drug tests thereafter, not to exceed four (4) drug tests per month.

- The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse.
- You must cooperate in the collection of DNA as directed by the probation officer.
- You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C. § 20901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in the location where you reside, work, are a student, or were convicted of a qualifying offense.
- You must participate in an approved program for domestic violence.
- You must make restitution in accordance with 18 U.S.C. §§ 2248, 2259, 2264, 2327, 3663, 3663A, and 3664.

You must pay the assessment imposed in accordance with 18 U.S.C. § 3013.

If this judgment imposes a fine, you must pay in accordance with the Schedule of Payments sheet of this judgment.

You must notify the court of any material change in your economic circumstances that might affect your ability to pay restitution, fines, or special assessments.

You must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page.

DEFENDANT: **BAHAR GHARIB-DANESH**
CASE NUMBER: **1:15CR00179-001**

STANDARD CONDITIONS OF SUPERVISION

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the Court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the Court or the probation officer.
4. You must answer truthfully the questions asked by the probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment, you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person, such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the Court.
12. If the probation officer determines that you pose a risk to another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. For further information regarding these conditions, see *Overview of Probation and Supervised Release Conditions*, available at: www.uscourts.gov.

Defendant's Signature _____ Date _____

SPECIAL CONDITIONS OF PROBATION

1. The defendant shall submit to the search of her person, property, home, and vehicle by a United States probation officer, or any other authorized person under the immediate and personal supervision of the probation officer, based upon reasonable suspicion, without a search warrant. Failure to submit to a search may be grounds for revocation. The defendant shall warn any other residents that the premises may be subject to searches pursuant to this condition.
2. The defendant shall not dispose of or otherwise dissipate any of her assets until the fine and/or restitution ordered by this Judgment is paid in full, unless the defendant obtains approval of the Court or the probation officer.
3. The defendant shall apply all monies received from income tax refunds, lottery winnings, inheritance, judgments and any anticipated or unexpected financial gains to any unpaid restitution ordered by this Judgment.
4. The defendant shall provide the probation officer with access to any requested financial information.
5. The defendant shall not open additional lines of credit without the approval of the probation officer.

DEFENDANT: **BAHAR GHARIB-DANESH**CASE NUMBER: **1:15CR00179-001****CRIMINAL MONETARY PENALTIES**

The defendant must pay the total criminal monetary penalties under the Schedule of Payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$100.00	\$5,000.00	\$0.00

The determination of restitution is deferred until ____ . An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Restitution amount ordered pursuant to plea agreement \$ ____

The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

The court determined that the defendant does not have the ability to pay interest and it is ordered that:

The interest requirement is waived for the fine restitution

The interest requirement for the fine restitution is modified as follows:

If incarcerated, payment of the fine is due during imprisonment at the rate of not less than \$25 per quarter and payment shall be through the Bureau of Prisons Inmate Financial Responsibility Program.

If incarcerated, payment of the restitution is due during imprisonment at the rate of not less than \$25 per quarter and payment shall be through the Bureau of Prisons Inmate Financial Responsibility Program.

*Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: **BAHAR GHARIB-DANESH**
CASE NUMBER: **1:15CR00179-001**

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A. Lump sum payment of \$ 5,100.00 due immediately, balance due
 Not later than ____, or
 in accordance C, D, E, or F below; or
- B. Payment to begin immediately (may be combined with C, D, or F below); or
- C. Payment in equal ____ (e.g. weekly, monthly, quarterly) installments of \$ ____ over a period of ____ (e.g. months or years), to commence ____ (e.g. 30 or 60 days) after the date of this judgment; or
- D. Payment in equal ____ (e.g. weekly, monthly, quarterly) installments of \$ ____ over a period of ____ (e.g. months or years), to commence ____ (e.g. 30 or 60 days) after release from imprisonment to a term of supervision; or
- E. Payment during the term of supervised release/probation will commence within ____ (e.g. 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendants ability to pay at that time; or
- F. Special instructions regarding the payment of criminal monetary penalties:

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

inline Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate:

- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) JVTAs assessment, (8) penalties, and (9) costs, including cost of prosecution and court costs.

EXHIBIT 14

AO 455 (Rev. 01/09) Waiver of an Indictment

UNITED STATES DISTRICT COURT
for the
Eastern District of California

FILED

JUL 10 2018

United States of America
v.

Case No.

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY 
DEPUTY CLERK

BAHAR GHARIB-DANESH, D.C.
Defendant

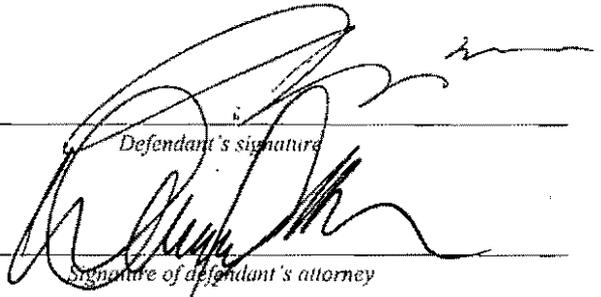
15CR179

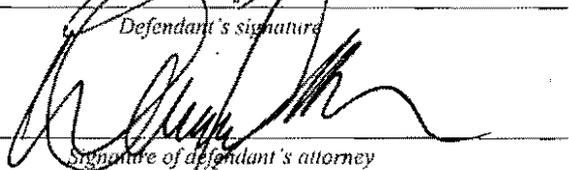
WAIVER OF AN INDICTMENT

I understand that I have been accused of one or more offenses punishable by imprisonment for more than one year. I was advised in open court of my rights and the nature of the proposed charges against me.

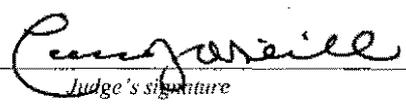
After receiving this advice, I waive my right to prosecution by indictment and consent to prosecution by information.

Date: June 28, 2018


Defendant's signature


Signature of defendant's attorney

RICHARD MOSS, Esq. and DANIEL A. BACON, Esq.
Printed name of defendant's attorney


Judge's signature

Lawrence J. O'Neill, United States District Judge
Judge's printed name and title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

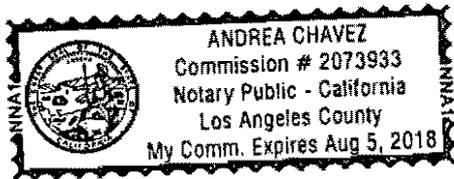
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On 06/28/2018 before me, Andrea Chavez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared BAHAR D. GHARIB
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: WAIVER OF INDICTMENT

Document Date: 6/28/18 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____