

## INDEX

### National Script Pharmacy, Inc. & Bahar Gharib-Danesh

Exhibit #	Document	File Date
	USA v. Bahar Gharib-Danesh, D.C. et. al.	7/2/2015
1	CA State Board of Pharmacy: INDIVIDUAL PERSONAL AFFIDAVIT OF BAHAR DANESH a) Corporation Ownership Information National Script Pharmacy Inc.; Bahar Danesh-CEO, Sec, CFO, Director of National Script Pharmacy, Inc. b) 100% Shareholder of National Script Pharmacy Inc. c) National Script Pharmacy, Inc. Certificate of Shares-Bahar Danesh, 10,000 shares	Dated 1/21/2013
2	CA Secretary of State (SOS) Articles of Incorporation – National Script Pharmacy, Inc.	11/2/2012
3	SOS Statement of Information (SI) National Script Pharmacy, Inc.; shows Bahar Danesh as CEO, Sec, CFO, Director	11/12/2012
4	SOS SI National Script Pharmacy, Inc., Bahar Danesh-Gharib as CEO, Sec, CFO, Director	9/1/2015
5	SOS SI National Script Pharmacy, Inc.; no changes made	7/19/2016
6	By-Laws of National Script Pharmacy, Inc.	
7	CA State Board of Pharmacy Change of Permit Request shows Bahar Danesh Gharib as Corporate Officer or Owner	3/20/2015
8	CA State Board of Pharmacy Change of Permit Request, change of address	3/27/2015
9	PACER- Docket History-Bahar Gharib-Danesh	7/2/2015
10	PACER-Bahar Gharib-Danesh Plea Agreement	7/5/2018
11	PACER –Bahar Gharib-Danesh First Amended Judgement	12/5/2018



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

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

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

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

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

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

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  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT 1



**California State Board of Pharmacy**  
 1625 N. Market Blvd, Suite N219, Sacramento, CA 95834  
 Phone (916) 574-7900  
 Fax (916) 574-8618  
 www.pharmacy.ca.gov

STATE AND CONSUMERS AFFAIRS AGENCY  
 DEPARTMENT OF CONSUMER AFFAIRS  
 GOVERNOR EDMUND G. BROWN JR.

### INDIVIDUAL PERSONAL AFFIDAVIT

Please print or type All blanks must be completed; if not applicable enter N/A

Full name: Last		First		Middle	
Gharib		Bahar		Daneesh	
Previous name(s) -- include maiden name, also known as (AKA's), "aliases":					
N/A					
Residence address:		Number and Street	City	State	Zip Code
Date of birth (month/day/year)		Place of birth (city, state, country)			
		Tehran, Iran			
Driver's license no & state issued in		*Social Security number			
Home telephone:		Current work telephone:			
		N/A			
Name of applicant premises:		Number and Street	City	State	Zip Code
National Script Pharmacy		6944 Reseda Blvd.	Reseda	CA	91335
Address of applicant premises:					
6944 Reseda Blvd., Reseda, CA 91335					
Premises telephone:					
(818) 776-1171					
I am (Check all that apply)					
<input checked="" type="checkbox"/> Sole owner <input checked="" type="checkbox"/> Officer <input type="checkbox"/> General partner <input type="checkbox"/> Financier/lender <input type="checkbox"/> Other - Specify: _____ <input type="checkbox"/> Partner <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Stockholder <u>100</u> % <input type="checkbox"/> Member (LLC only) _____					
Spouse's name (Include alias or maiden)		Last	First	Middle	
N/A					
Spouse's social security number		Spouse's Date of Birth		Will your spouse work in any capacity under the permit?	
				Yes <input type="checkbox"/> No <input type="checkbox"/>	



Do you have, or have you had, any direct or indirect beneficial interest in any other premises licensed by any board of pharmacy? Include sites licensed in states other than California.

Yes     No

If yes, list current direct or indirect beneficial interests (use an additional sheet if necessary).

N/A		
Name	Address	Permit Number
Name	Address	Permit Number
Name	Address	Permit Number

If yes, list past direct or indirect beneficial interests during the last five years (use additional sheet if necessary):

Name	Address	Permit Number
Name	Address	Permit Number

Have you -- as an owner, shareholder, partner, member, director or partner -- been involved with a pharmacy, drug wholesaler, medical device retailer, hypodermic permit or out-of-state distributor whose license has been disciplined or an offer in compromise accepted or rejected by a state board of pharmacy or federal regulatory agency? Have you as an individual held a pharmacist license, pharmacy technician registration or exemption certificate that has been disciplined or an offer in compromise accepted or rejected by a state board of pharmacy or federal regulatory agency? Also describe if any of the above actions have occurred with your spouse or palimony partner, or an associate with whom you have shared any ownership interest. Describe the event, regulatory agency involved and date for each incident. (If yes, explain. Use additional sheets if necessary)

Yes  No

N/A

Have you as an individual ever been issued any professional or vocational license such as a medical doctor, attorney, dentist, contractor, etc. that has been disciplined by a state regulatory board? (If yes, explain.)

Yes  No

N/A

Current and past employment for at least the past five years. (Use additional sheets if necessary).

From (mo/yr)	To (mo/yr)	Type of Work	Firm name and city
2002	2010	office	PRHC
2010	2012	manager	ENCINAS Pharmacy

Please read carefully and sign below.

I understand that falsification of the information on this form may constitute grounds for denial or revocation of the license. I hereby authorize the Board of Pharmacy, or any of its authorized personnel, to examine and secure copies of financial records consisting of signature cards, checking and savings accounts, note and loan documents, deposit and withdrawal records, and escrow documents of my financial institution(s) or any financial records established in connection with this business. This authorization to examine records at any financial institution may be at any time. I also authorize the Board of Pharmacy, or any of its authorized personnel, to examine and secure copies of any business records or documents established in connection with this business including, but not limited to those on file with my bookkeeper.

I hereby certify under penalty of perjury under the laws of the State of California to the truth and accuracy of all statements, answers and representations made in the foregoing individual personal affidavit, including all supplementary statements and I personally completed this personal affidavit.

Applicant Signature: [Signature] Title: Manager, CEO, CFO Date: 01-21-2013  
 Place: Woodward Ave Attest Notary Public: [Signature]

Disclosure of your social security number is mandatory. Section 30 of the Business and Professions Code and Public Law 94-455 (42 USCA 405(c)(2)(C)) authorize collection of your social security number. Your social security number will be used exclusively for tax enforcement purposes of compliance with any judgement or order for family support in accordance with section 11350.6 of the Welfare and Institutions Code, or for verification of examination entity which utilizes a national examination and where licensure is reciprocal with the requesting state. If you fail to disclose your social security number, your application for initial or renewal license will not be processed AND you will be reported to the Franchise Tax Board, which may assess a \$100 penalty against you."

NOTICE: Effective July 1, 2012, the State Board of Equalization and the Franchise Tax Board may share individual taxpayer information with the board. You are obligated to pay your state tax obligation. This application may be denied or your license may be suspended if the state tax obligation is not paid.

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

State of California

County of LOS ANGELES } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1 \_\_\_\_\_

Signature of Document Signer No. 2 (if any) \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this

21 day of JANUARY, 2013, by  
Date Month Year  
 (1) BAHAR D. GHARIB  
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)  
 (and  
 (2) \_\_\_\_\_  
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Paolo Rubino  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

Title or Type of Document: Affidavit

Document Date: 1/21/2013 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER #1**  
 Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**  
 Top of thumb here



**B. Owners/Shareholders**

List all persons who own an interest in this corporation. If more than 5 shareholders, list the 5 largest (use additional sheets if necessary). List certificates chronologically, including active, cancelled, and pending issuance. If stock is pledged, include date, number of shares, and from whom to whom. Attach a copy of all stock certificates, transfer ledgers, and proof of purchase issued to date. Under the heading "Licensed as" list any state professional or vocational licenses held; e.g., pharmacist, physician, podiatrist, dentist or veterinarian, etc., and the license number (if applicable).

To whom issued	Residence address & telephone number	Licensed as, license no. and state(s) licensed in	Cert #	% of Shares	Date Issued	Date cancelled
Bahar Danesh Gharib		N/A	1	100	11/2/13	N/A

**C. Ownership**

If no stockholders exist, list all persons with a beneficial interest below.

Name	Residence address & telephone number
N/A	

**D. Does 10% or more of the ownership rest with any other entity? Yes  No  If yes, please list below**

Name	Residence address & telephone number
N/A	

This application must be approved by the California State Board of Pharmacy before a permit will be issued. If changes are made during the application process, you may need to submit a new application with the appropriate fees. Fees applied to this application are not transferable and are not refundable.

Any material misrepresentation in the answer of any question is grounds for refusal or subsequent revocation of a license, and is a violation of the Penal Code of California. All items of information requested in this application are mandatory. Failure to provide any of the requested information will result in the application being rejected as incomplete.

The information will be used to determine qualifications for licensure under California Pharmacy Law. The officer responsible for information maintenance is the executive officer, (916) 574-7900, 1625 N. Market Blvd, Suite N219, Sacramento, California 95834. The information may be transferred to another governmental agency such as a law enforcement agency if necessary for it to perform its duties. Each individual has the right to review the files or records maintained on him or her by the Board of Pharmacy, unless the records are identified as confidential information and exempted by section 1798.3 of the Civil Code.

**ALL OWNERS AND OFFICERS DESIGNATED ON THIS FORM MUST SIGN BELOW.**

Under penalty of perjury, under the laws of the State of California, each person whose signature appears below, certifies and says that: (1) he/she is the owner or an officer of the corporation or limited liability company named on this application form, duly authorized to make this application on its behalf and is at least 18 years of age; (2) he/she has read the foregoing application and knows the contents thereof and that each and all statements therein made are true; (3) no person other than the applicant or applicants has any direct or indirect interest in the applicant's or applicants' business to be conducted under the license for which this application is made; and (4) all supplemental statements are true and accurate.

Print Name BAHAR D. CHARIB Signature  Date Jan 21, 2013

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



# EXHIBIT 2

3517138

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

NOV 02 2012

ARTICLES OF INCORPORATION  
OF  
NATIONAL SCRIPT PHARMACY, Inc.

I

The name of this corporation is **NATIONAL SCRIPT PHARMACY, Inc.**

II

The purpose of this corporation is to engage in the profession of **PHARMACY** 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, Division 3, Title 1, California Corporations Code.

IV

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

BRYAN GONZALES  
3120 E. WILLOW ST., SIGNAL HILL, CA 90755

V

This corporation is authorized to issue only one class of shares of stock which shall be designated "common" shares. The total number of common shares which this corporation is authorized to issue is 19,000.

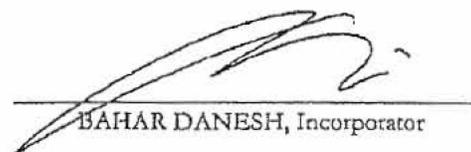
VI

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

VII

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

Dated: October 30, 2012

  
BAHAR DANESH, Incorporator

I hereby acknowledge that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

  
BAHAR DANESH, Incorporator



I hereby certify that the foregoing  
transcript of \_\_\_\_\_ page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

NOV 03 2012 *SH*

Date: \_\_\_\_\_

*Debra Bowen*  
DEBRA BOWEN, Secretary of State

# EXHIBIT 3



**State of California  
Secretary of State**

**S**

**E-P43465**

**FILED**

In the office of the Secretary of State of the State of California

**Nov - 12 2012**

This Space For Filing Use Only

**Statement of Information  
(Domestic Stock and Agricultural Cooperative Corporations)**

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.  
**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. CORPORATE NAME  
C3517138  
NATIONAL SCRIPT PHARMACY, INC.

Due Date:

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
6944 RESEDA BLVD. RESEDA CA 91335			
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6944 RESEDA BLVD. RESEDA CA 91335			
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
BAHAR DANESH	6944 RESEDA BLVD. RESEDA, CA 91335			
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
BAHAR DANESH	6944 RESEDA BLVD. RESEDA, CA 91335			
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
BAHAR DANESH	6944 RESEDA BLVD. RESEDA CA 91335			

Names and Complete Addresses of All Directors, Including Directors Who Are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
BAHAR DANESH	6944 RESEDA BLVD. RESEDA, CA 91335			
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O.Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS  
BRYAN T GONZALES

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
3120 E. WILLOW SIGNAL HILL, CA 90755			

Type of Business  
14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
PHARMACY

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

11/12/2012      BRYAN T GONZALES      ATTORNEY  
DATE      TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM      TITLE      SIGNATURE



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

NOV 19 2012 MK

Date: \_\_\_\_\_

*Debra Bowen*

DEBRA BOWEN, Secretary of State

# EXHIBIT 4



**State of California  
Secretary of State**

S  
31

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)  
FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FILED**  
Secretary of State  
State of California

SEP 01 2015

3/29/15  
This Space for Filing Use Only

**1. CORPORATE NAME**

National Script Pharmacy, Inc.

**2. CALIFORNIA CORPORATE NUMBER**

C3517138

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
1812 W. Burbank Blvd, Ste 9	Burbank	CA	91506
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
1812 W. Burbank Blvd, Ste 9	Burbank	CA	91506
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Bahar Danesh Ghomib	1812 W. Burbank Blvd, Ste 9	Burbank	CA	91506
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Bahar Danesh Ghomib	1812 W. Burbank Blvd, Ste 9	Burbank	CA	91506
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Bahar Danesh Ghomib	1812 W. Burbank Blvd, Ste 9	Burbank	CA	91506

**Names and Complete Addresses of All Directors, including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Bahar Danesh Ghomib	1812 W. Burbank Blvd, Ste 9	Burbank	CA	91506
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS  
CT Corporation System (CONSOLID)

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE  
CA

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
Pharmacy - Dispensing medications -

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

8/20/2015 DATE Bossela Carter TYPE/PRINT NAME OF PERSON COMPLETING FORM Accountant TITLE [Signature] SIGNATURE

APPROVED BY SECRETARY OF STATE

# EXHIBIT 5



**State of California**  
**Secretary of State**

129

S

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FILED**  
Secretary of State  
State of California

JUL 19 2016

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This Space for Filing Use Only

1. CORPORATE NAME

NATIONAL SCRIPT PHARMACY, INC.

2. CALIFORNIA CORPORATE NUMBER

C3517138

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE CA	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE  
CA

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

7/15/2016  
DATE

Wendy Bonan  
TYPE/PRINT NAME OF PERSON COMPLETING FORM

Accountant  
TITLE

*[Signature]*  
SIGNATURE

# EXHIBIT 6

**BY-LAWS**  
**OF**  
**NATIONAL SCRIPT PHARMACY, INC.**  
A California Corporation

**ARTICLE I**

**OFFICES**

Section 1. PRINCIPAL OFFICES. The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside this state, and the corporation has one or more business offices in this state, the Board of Directors shall fix and designate a principal business office in the State of California.

Section 2. OTHER OFFICES. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

**ARTICLE II**

**SHARES; OWNERSHIP AND TRANSFER**

Section 1. SHARE OWNERSHIP. This corporation is subject to the restrictions on the qualifications of shareholders imposed by Title I, Division 3, Part 4 of the California Corporations Code and other applicable laws, rules, and regulations, which provide that only the following may be shareholders of a pharmacy corporation:

(1) Holders of a valid license issued by the Division of Licensing of the California Board of Pharmacy;

(2) Licensed persons as defined by Corporations Code section 13401.5(a) as long as the number of shares in the corporation owned by such persons does not exceed 49 percent of the total shares issued by the corporation and the number of such persons owning shares in the corporation does not exceed the number of licensed pharmacists owning shares in the corporation; and

(3) Pharmacy corporations with only one shareholder who is a licensed person as defined by Corporations Code section 13401.

Section 2. SHAREHOLDER DEATH, CESSATION OF ELIGIBILITY OR DISQUALIFICATION. The shares of this corporation owned by a person who

- (a) Dies;
- (b) Ceases to be an eligible shareholder, or
- (c) Becomes a disqualified person as defined in Section 13401(e) of the Corporations Code, for a period exceeding ninety (90) days, shall be sold and transferred to the corporation or its shareholders on such terms as are agreed upon by the corporation and its shareholders. Such sale or transfer shall occur not later than six (6) months after any such death and not later than ninety (90) days after the date he ceases to be an eligible shareholder, or ninety (90) days after the date he becomes a disqualified person.

Section 3. SHARE CERTIFICATE LEGEND. The share certificates of this corporation shall contain an appropriate legend setting forth the foregoing restrictions.

Section 4. INCOME OF DISQUALIFIED SHAREHOLDER. The income of this corporation attributable to its practice of pharmacy while a shareholder is a disqualified person shall not in any manner accrue to the benefit of such shareholder or his shares.

## ARTICLE III

### MEETINGS OF SHAREHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of Shareholders shall be held at any place within or outside the State of California designated by the Board of Directors. In the absence of any such designation, Shareholders' meetings shall be held at the principal executive office of the corporation.

Section 2. ANNUAL MEETING. The annual meeting of Shareholders shall be held each year on the date and time specified below unless a different date and time is designated by the Board of Directors. At each annual meeting, Directors shall be elected, and any other proper business may be transacted.

Date of Meeting: Second Tuesday in March  
Time of Meeting: 10:00 a.m.

Section 3. SPECIAL MEETING. A special meeting of the Shareholders may be called at any time by the Board of Directors, or by the Chairman of the Board, or by the President, or by one or more Shareholders holding shares in the aggregate entitled to cast not less than 10% of the votes at that meeting.

3.1 If a special meeting is called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the Chairman of the Board, the President, any Vice President, or the Secretary of the corporation. The officer receiving the request shall cause notice to be promptly given to the Shareholders entitled to vote, in accordance with the provisions of Sections 4 and 5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 3 shall be construed as limiting, fixing or affecting the time when a meeting of Shareholders called by action of the Board of Directors may be held.

Section 4. NOTICE OF SHAREHOLDERS' MEETINGS. All notices of meetings of Shareholders shall be sent or otherwise given in accordance with Section 5 of this Article II not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the Board of Directors, at the time of giving the notice, intends to present for action by the Shareholders. The notice of any meeting at which Directors are to be elected shall include the name of any nominee or nominees whom, at the time of the notice, management intends to present for election.

4.1 If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a Director has a direct or indirect financial interest, pursuant to Section 310 of the Corporations Code of California, (ii) an amendment of the Articles of

Incorporation, pursuant to Section 902 of that Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of that Code, (iv) a voluntary dissolution of the corporation, pursuant to Section 1900 of that Code, or (v) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of that Code, the notice shall also state the general nature of that proposal.

Section 5. MANNER OF GIVING NOTICE: AFFIDAVIT OF NOTICE. Notice of any meeting of Shareholders shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the Shareholder at the address of that Shareholder appearing on the books of the corporation or given by the Shareholder to the corporation for the purpose of notice. If no such address appears on the corporation's books or is given, notice shall be deemed to have been given if sent to that Shareholder by first-class mail or telegraphic or other written communication to the corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

5.1 If any notice addressed to a Shareholder at the address of that Shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Shareholder on written demand of the Shareholder at the principal executive office of the corporation for a period of one year from the date of the giving of the notice.

5.2 An affidavit of the mailing or other means of giving any notice of any Shareholders' meeting shall be executed by the Secretary, Assistant Secretary, or any transfer agent of the corporation giving the notice, and shall be filed and maintained in the minute book of the corporation.

Section 6. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of Shareholders shall constitute a quorum for the transaction of business. The Shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority Of the shares required to constitute a quorum.

Section 7. ADJOURNED MEETING; NOTICE. Any Shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in Section 6 of this Article II.

7.1 When any meeting of Shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at a meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the Board of Directors shall set a new

record date. Notice of any such adjourned meeting shall be given to each Shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 4 and 5 of this Article II. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 8. VOTING. The Shareholders entitled to vote at any meeting of Shareholders shall be determined in accordance with the provisions of Section 11 of this Article II, subject to the provisions of Sections 702 to 704, inclusive, of the Corporations Code of California (relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership). The Shareholders' vote may be by voice vote or by ballot; provided, however, that any election for Directors must be by ballot if demanded by any Shareholder before the voting has begun. On any matter other than elections of Directors, any Shareholder may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the Shareholder fails to specify the number of shares which the shareholder is voting affirmatively, it will be conclusively presumed that the Shareholder's approving vote is with respect to all shares that the Shareholder is entitled to vote. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on any matter (other than the election of Directors) shall be the act of the Shareholders, unless the vote of a greater number or voting by classes is required by California General Corporation Law or by the Articles of Incorporation.

8.1 At a Shareholders' meeting at which Directors are to be elected, no Shareholder shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater than the number of the Shareholder's shares) unless the candidates' names have been placed in nomination prior to commencement of the voting and a Shareholder has given notice prior to commencement of the voting of the Shareholder's intention to cumulate votes. If any Shareholder has given such a notice, then every Shareholder entitled to vote may cumulate votes for candidates in nomination and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which that Shareholder's shares are entitled, or distribute the Shareholder's votes on the same principle among any or all of the candidates, as the Shareholder thinks fit. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be elected.

Section 9. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS. The transactions of any meeting of Shareholders, either annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of Shareholders, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 4 of this Article II, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

9.1 Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that

attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting if that objection is expressly made at the meeting.

Section 10. SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action which may be taken at any annual or special meeting of Shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted. In the case of election of Directors, such a consent shall be effective only if signed by the holders of all outstanding shares entitled to vote for the election of Directors; provided, however, that a Director may be elected at any time to fill a vacancy on the Board of Directors that has not been filled by the Directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of Directors. All such consents shall be filed with the Secretary of the corporation and shall be maintained in the corporate records. Any Shareholder giving a written consent, or the Shareholder's proxy holders, or a transferee of the shares or a personal representative of the Shareholder or their respective proxy holders, may revoke the consent by a writing received by the Secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the Secretary.

10.1 If the consents of all Shareholders entitled to vote have not been solicited in writing, and if the unanimous written consent of all such Shareholders shall not have been received, the Secretary shall give prompt notice of the corporate action approved by the Shareholders without a meeting. This notice shall be given in the manner specified in Section 5 of this Article II. In the case of approval of (i) contracts or transactions in which a Director has a direct or indirect financial interest, pursuant to Section 310 of the Corporations Code of California, (ii) indemnification of agents of the corporation, pursuant to Section 317 of that Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of that Code, and (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of that Code, the notice shall be given at least ten (10) days before the consummation of any action authorized by that approval.

Section 11. RECORD DATE FOR SHAREHOLDER NOTICE, VOTING, AND GIVING CONSENTS. For purposes of determining the Shareholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any such meeting nor more than sixty (60) days before any such action without a meeting, and in this event only Shareholders of record on the date so fixed are entitled to notice and to vote or to give consents, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the California General Corporation Law.

11.1 If the Board of Directors does not so fix a record date:

11.1.1 The record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

11.1.2 The record date for determining Shareholders entitled to give consent to corporate action in writing without a meeting,

11.1.2-1 When no prior action by the board has been taken, shall be the day on which the first written consent is given, or

11.1.2-2 When prior action of the Board has been taken, shall be at the close of business on the day on which the Board adopts the resolution relating to that action, or the sixtieth (60th) day before the date of such other action, whichever is later.

Section 12. PROXIES. Every person entitled to vote for directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the Secretary of the corporation. A proxy shall be deemed signed if the Shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the Shareholder or the Shareholder's attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Sections 705(e) and 705(f) of the Corporations Code of California.

Section 13. INSPECTORS OF ELECTION. Before any meeting of Shareholders, the Board of Directors may appoint any persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the Chairman of the meeting may, and on the request of any Shareholder or a Shareholder's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more Shareholders or proxies, the holders of a majority of shares or their proxies present at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the Chairman of the meeting may, and upon the request of any Shareholder or a Shareholder's proxy shall, appoint a person to fill that vacancy. If inspectors are to be appointed at a meeting on the request of one or more Shareholders or proxies, the holders of a majority of shares or their proxies present at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the Chairman of the meeting may, and upon the request of any Shareholder or a Shareholder's proxy shall appoint a person to fill that vacancy.

These inspectors shall:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies;

- (b) Receive votes, ballots, or consents;
- (c) Hear and determine all challenges and questions in any way arising in connection with the right to vote;
- (d) Count and tabulate all votes or consents;
- (e) Determine when the polls shall close;
- (f) Determine the result; and
- (g) Do any other acts that may be proper to conduct the election or vote with fairness to all Shareholders.

## ARTICLE IV

### DIRECTORS

Section 1. POWERS. Subject to the provisions of the California General Corporation Law and any limitations in the Articles of Incorporation and these By-Laws relating to action required to be approved by the Shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. The authorized number of Directors shall be one (1) until changed by a duly adopted amendment to the Articles of Incorporation or by an amendment to this By-Law adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote.

Section 3. ELECTION AND TERM OF OFFICE OF DIRECTORS. Directors shall be elected at each annual meeting of the Shareholders to hold office until the next annual meeting. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 4. VACANCIES. Vacancies in the Board of Directors may be filled by a majority of the remaining Directors, though less than a quorum, or by a sole remaining Director, except that a vacancy created by the removal of a Director by the vote or written consent of the Shareholders or by a court order may be filled only by the vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of holders of a majority of the outstanding shares entitled to vote. Each Director so elected shall hold office until the next annual meeting of the Shareholders and until a successor has been elected and qualified.

4.1 A vacancy or vacancies in the Board of Directors shall be deemed to exist in the event of the death, resignation, or removal of any Director, or if the Board of Directors by resolution declares vacant the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony, or if the authorized number of Directors is increased, or if the Shareholders fail, at any meeting of Shareholders at which any Director or Directors are elected, to elect the number of Directors to be voted for at that meeting.

4.2 The Shareholders may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors, but any such election by written consent shall require the consent of a majority of the outstanding shares entitled to vote.

4.3 Any Director may resign effective on giving written notice to the Chairman of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a Director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

4.4 No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

Section 5. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the Board of Directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the Board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at the meeting.

Section 6. ANNUAL DIRECTORS MEETING. Immediately following each annual meeting of Shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, any desired election of officers, and the transaction of other business. Notice of this meeting shall not be required.

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the Board of Directors shall be held without call at such time as shall from time to time be fixed by the Board of Directors. Such regular meetings may be held without notice.

Section 8. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board or the President or any Vice President or the Secretary or any two Directors.

8.1 Notice of the time and place of special meetings shall be delivered personally or by telephone to each Director or sent by first-class mail or telegram, charges prepaid, addressed to each Director at that Director's address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. In case the notice is delivered personally, or by telephone or telegram, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director who the person giving the notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 9. QUORUM. A majority of the authorized number of Directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 11 of this Article III. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of Section 310 of the Corporations Code of California (as to approval of contracts or transactions in which a Director has a direct or indirect material financial interest), Section 311 of that Code (as to appointment of committees), and Section 317(e) of that Code (as to indemnification of Directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 10. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or any approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement, the lack of notice to that Director.

Section 11. ADJOURNMENT. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 12. NOTICE OF ADJOURNMENT. Notice of the time and place of resuming an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given before the time for resuming the adjourned meeting, in the manner specified in Section 8 of this Article III, to the Directors who were not present at the time of the adjournment.

Section 13. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 14. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors. This Section 14 shall not be construed to preclude any Director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for those services.

ARTICLE V  
COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, designate one or more committees, each consisting of two or more Directors, to serve at the pleasure of the Board. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any committee, to the extent provided in the resolution of the Board, shall have any or all the authority of the Board, except with respect to:

- 1.1 The approval of any action which, under the General Corporation Law of California, also requires Shareholders' approval or approval of the outstanding shares;
- 1.2 The filling of vacancies on the Board of Directors or in any committee;
- 1.3 The fixing of compensation of the Directors for serving on the Board or on any committee;
- 1.4 The amendment or repeal of By-Laws or the adoption of new By-Laws;
- 1.5 The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- 1.6 A distribution to the Shareholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the Board of Directors; or
- 1.7 The appointment of any other committees of the Board of Directors or the members of these committees.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these ByLaws, Sections 5 (place of meetings), 7 (regular meetings), 8 (special meetings and notice), 9 (quorum), 10 (waiver of notice), 11 (adjournment), 12 (notice of adjournment), and 13 (action without meeting), with such changes in the context of those ByLaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee; special meetings of committees may also be called by resolution of the Board of Directors; and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the governance of any committee not inconsistent with the provisions of these By-Laws.

## ARTICLE VI

### OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be licensed persons as defined by Corporations Code section 13401(d) and shall consist of a President, a Secretary, and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. ELECTION OF OFFICERS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. SUBORDINATE OFFICERS. The Board of Directors may appoint, and may empower the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-Laws or as the Board of Directors may from time to time determine.

Section 4. DISQUALIFICATION REMOVAL AND RESIGNATION OF OFFICERS. Any officer who becomes a disqualified person as defined by Corporations Code section 13401(e) shall cease to be an officer on the effective date of disqualification. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by an officer upon whom such power of removal may be conferred by the Board of Directors.

4.1 Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to that office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the By-Laws. If there is no President, the Chairman of the Board shall, in addition, be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the Chief Executive Officer of the corporation and shall be subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the officers of the corporation. He shall preside at all meetings of the Shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the By-Laws.

Section 8. VICE PRESIDENTS. In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or the By-Laws, and the President (or the Chairman of the Board if there is no President).

Section 9. SECRETARY. The Secretary shall be present at all Shareholders' meetings and all Board meetings and shall take the minutes of the meeting. If the Secretary is unable to be present, the Secretary or the presiding officer of the meeting shall designate another person to take the minutes of the meeting.

9.1 The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors, committees of Directors, and Shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at Directors' meetings or committee meetings, the number of shares present or represented at Shareholders' meetings, and the proceedings.

9.2 The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all Shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

9.3 The Secretary shall give, or cause to be given, notice of all meetings of the Shareholders and of the Board of Directors required by the By-Laws or by law to be given. The Secretary shall keep the seal of the corporation if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the By-Laws.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any Director.

10.1 The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the By-Laws.

## ARTICLE VII

### INDEMNIFICATION OF DIRECTORS AND AGENTS

Section 1. RIGHT TO INDEMNIFY AGENTS. The Corporation shall indemnify agents of the Corporation (as defined in Cal. Corp. Section 317(a)), for breach of duty to the Corporation and its shareholders if there has been approval by:

1.1 A majority vote of a quorum consisting of those directors who are not personally seeking indemnification;

1.2 A written opinion rendered by independent legal counsel where such a quorum cannot be achieved; or

1.3 By the shareholders (as defined in Cal. Corp. Code Section 153) who are not seeking indemnification.

Section 2. LIMITATION ON INDEMNIFICATION. An Agent may not be indemnified for acts or omissions:

2.1 That involve intentional misconduct or a knowing and culpable violation of the law;

2.2 That the agent believes to be contrary to the best interests of the Corporation or its shareholders;

1.3 That involve the absence of good faith on the part of the agent;

1.4 That give the director an improper personal benefit;

1.5 That demonstrate a reckless disregard for the agent's duty to the Corporation or its shareholders in circumstances in which the agent was aware, or should have been aware, in the ordinary course of performing the agent's duties, of a risk of serious injury to the Corporation or its shareholders;

1.6 That constitute an unexcused pattern of inattention that amounts to an abdication of the agent's duty to the Corporation or its shareholders; and

1.7 That fail under Cal. Corp. Code Sections 310 or 316.

The Agent also may not be indemnified where such indemnification is expressly prohibited by the terms of Cal. Corp. Code Section 317. Cal. Corp. Code Section 317, in this regard, does not allow the Corporation to indemnify an agent who (1) has not acted in good faith and in a manner such person reasonably believed to be in the best interest of the Corporation and its shareholders, or (ii) had reasonable cause to believe that the conduct engaged in by the agent was unlawful, or (iii) has been adjudged liable to the Corporation in the performance of the agent's duties to the Corporation and its shareholders, unless the court allows such indemnification upon application.

Where the court allows the indemnification referred to in (iii) above, any indemnification is limited to the amount determined by the Court.

Cal. Corp. Code Section 317 also does not permit indemnification where (i) the amounts for which indemnification is sought consist of amounts paid in settling or otherwise disposing of a pending court action unless the court allows such indemnification, or (ii) the amounts for which indemnification is sought consists of expenses incurred in defending a pending court action that has been settled or otherwise disposed of unless the court permits such indemnification.

## ARTICLE VIII

### RECORDS AND REPORTS

Section 1. MAINTENANCE AND INSPECTION OF SHARE REGISTER. The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, if either be appointed and as determined by resolution of the Board of Directors, a record of its Shareholders, giving the names and addresses of all Shareholders and the number and class of shares held by each Shareholder.

1.1 A Shareholder or Shareholders of the corporation holding at least five percent (5%) in the aggregate of the outstanding voting shares of the corporation may (i) inspect and copy the records of Shareholders' names and addresses and Shareholdings during usual business hours on five days' prior written demand on the corporation, or (ii) obtain from the transfer agent of the corporation, on written demand and on the tender of such transfer agent's usual charges for such list, a list of the Shareholders' names and addresses, who are entitled to vote for the election of Directors, and their shareholdings, as of the most recent record date for which that list has been compiled or as of a date specified by the Shareholder after the date of demand. This list shall be made available to any such Shareholder by the transfer agent on or before the later of five (5) days after the demand is received or the date specified in the demand as the date as of which the list is to be compiled. The record of Shareholders shall also be open to inspection on the written demand of any Shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to the holder's interests as a Shareholder or as the holder of a voting trust certificate. Any inspection and copying under this Section 1 may be made in person or by an agent or attorney of the Shareholder or holder of a voting trust certificate making the demand.

Section 2. MAINTENANCE AND INSPECTION OF BY-LAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the By-Laws as amended to date, which shall be open to inspection by the Shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal business office in this state, the Secretary shall, upon the written request of any Shareholder, furnish to that Shareholder a copy of the By-Laws as amended to date.

Section 3. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the Shareholders and the Board of Directors and any committee or committees of the Board of Directors shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. The minutes and accounting books and records shall be open to inspection upon the written demand of any Shareholder or holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a Shareholder or as the holder of a voting trust certificate. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. These rights of inspection shall extend to the records of each subsidiary corporation of the corporation.

Section 4. INSPECTION BY DIRECTORS. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. This inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 5. ANNUAL REPORT TO SHAREHOLDERS. The annual report to Shareholders referred to in Section 1501 of the California General Corporation Law is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the Shareholders of the corporation as they consider appropriate.

Section 6. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to any Shareholder demanding an examination of any such statement or a copy shall be mailed to any such Shareholder.

6.1 If a Shareholder or Shareholders holding at least five percent (5%) of the outstanding shares of any class of stock of the corporation makes a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the then current fiscal year ended more than thirty (30) days before the date of the request, and a balance sheet of the corporation as of the end of that period, the Chief Financial Officer shall cause that statement to be prepared, if not already prepared, and shall deliver personally or mail that statement or statements to the person making the request within thirty (30) days after the receipt of the request. If the corporation has not sent to the Shareholders its annual report for the last fiscal year, this report shall likewise be delivered or mailed to the Shareholder or Shareholders within thirty (30) days after the request.

6.2 The corporation shall also, on the written request of any Shareholder, mail to the Shareholder a copy of the last annual, semi-annual, or quarterly income statement which it has prepared, and a balance sheet as of the end of that period.

6.3 The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that the financial statements were prepared without audit from the books and records of the corporation.

Section 7. ANNUAL STATEMENT OF GENERAL INFORMATION. All corporations must, within 90 days after filing Articles of Incorporation, and thereafter annually by the end of the calendar month of the anniversary date of its incorporation, and when the agent for service of process or his/her address is changed, file with the Secretary of State of the State of California, on the prescribed form, a statement setting forth the authorized number of Directors, the names and complete business or residence addresses of all incumbent Directors, the names and complete business or residence addresses of the Chief Executive Officer, Secretary, and Chief

Financial Officer, the street address of its principal executive office or principal business office in this state, and the general type of business constituting the principal business activity of the corporation, together with a designation of the agent of the corporation for the purpose of service of process, all in compliance with Section 1502 of the Corporations Code of California.

## ARTICLE IX

### GENERAL CORPORATE MATTERS

Section 1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING. For purposes of determining the Shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than action by Shareholders by written consent without a meeting), the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days, nor less than ten (10) days, before any such action, and in that case only Shareholders of record on the date so fixed are entitled to receive the dividend, distribution, or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date so fixed, except as otherwise provided in the California General Corporation Law.

1.1 If the Board of Directors does not so fix a record date, the record date for determining Shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the applicable resolution or the sixtieth (60th) day before the date of that action, whichever is later.

Section 2. SIGNATORIES FOR CHECKS, DRAFTS, AND EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 3. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The Board of Directors, except as otherwise provided in these By-Laws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. CERTIFICATES FOR SHARES. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each Shareholder when any of these shares are fully paid, and the Board of Directors may authorize the issuance of certificates for shares as partly paid provided that these certificates shall state the amount of consideration to be paid for them and the amount paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or Vice Chairman of the Board or the President or Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or any Assistant Secretary, certifying the number of shares and the class or series of shares represented by the certificate. Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent, or registrar before that certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent, or registrar at the date of issue.

Section 5. LOST CERTIFICATES. Except as provided in this Section 5, no new certificates for shares shall be issued to replace an old certificate unless the latter is surrendered to the corporation and canceled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen, or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the Board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft, or destruction of the certificate or the issuance of the replacement certificate.

Section 6. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The Chairman of the Board, the President, or any Vice President, or any other person authorized by resolution of the Board of Directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to these officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any of these officers in person or by any person authorized to do so by a proxy duly executed by these officers.

Section 7. REIMBURSEMENT OF CORPORATION IF PAYMENT NOT TAX DEDUCTIBLE. If all or part of the compensation, including expenses, paid by the corporation to a director, officer, employee, or agent is finally determined not to be allowable to the corporation as a federal or state income tax deduction, the director, officer, employee, or agent to whom the payment was made shall repay to the corporation the amount disallowed. The Board of Directors shall enforce repayment of each such amount disallowed by the taxing authorities.

Section 8. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California General Corporation Law shall govern the construction of these By-Laws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

## ARTICLE X

### AMENDMENTS

Section 1. AMENDMENT BY SHAREHOLDERS. New By-Laws may be adopted or these By-Laws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the Articles of Incorporation of the corporation set forth the number of authorized Directors of the corporation, the authorized number of Directors may be changed only by an amendment of the Articles of Incorporation.

Section 2. AMENDMENT BY DIRECTORS. Subject to the rights of the Shareholders as provided in Section 1 of this Article IX, By-Laws, other than a By-Law or an amendment of a By-Law changing the authorized number of Directors, may be adopted, amended, or repealed by the Board of Directors.

# EXHIBIT 7



**California State Board of Pharmacy**  
 1625 N. Market Blvd, Suite N219, Sacramento, CA 95834  
 Phone (916) 574-7900  
 Fax (916) 574-8618

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 DEPARTMENT OF CONSUMER AFFAIRS  
 GOVERNOR EDMUND G. BROWN JR.

2015 MAR 20 10:11:57

## CHANGE OF PERMIT REQUEST

(Pharmacy, Hospital Pharmacy, Clinic, Licensed Correctional Facility, Exempt  
 Hospital, Non-Resident Pharmacy)

### TYPE OF CHANGE

**CHECK ALL THAT APPLY**

<input type="checkbox"/> Corporate Officer(s)	<input type="checkbox"/> Address (not change of location)
<input type="checkbox"/> Medical Director	<input type="checkbox"/> Tradestyle Name
<input type="checkbox"/> Transfer of 10%-49% of stock	<input type="checkbox"/> Corporation Name

Please print or type

Name of permit holder <b>Bahar Danesh Gharib</b>		Telephone Number (916)	
Address of permit holder	Number and Street	City	State Zip Code
Name of business <b>National script pharmacy</b>		Permit number <b>51458</b>	Business phone number (916) 877-201-0820
Address of business	Number and Street	City	State Zip Code
<b>6944 Reseda Blvd, suite A</b>	<b>Reseda</b>	<b>(19)</b>	<b>CA 91835</b>

### A. Corporate Officers

### LIST CHANGES ONLY

Under "Licensed as" list any state professional or vocational licenses held; e.g., pharmacist, physician, podiatrist, dentist or veterinarian, etc., and the license number. Non-profit organizations must list the names and titles of persons holding corporate positions.

Name of CEO	Licensed as	License number	For Office Use Only <input type="checkbox"/> Certs <input type="checkbox"/> FP <input type="checkbox"/> FPC
Residence address	City	State Zip Code	
Name of President	Licensed as	License number	For Office Use Only <input type="checkbox"/> Certs <input type="checkbox"/> FP <input type="checkbox"/> FPC
Residence address	City	State Zip Code	
Name of Secretary	Licensed as	License number	For Office Use Only <input type="checkbox"/> Certs <input type="checkbox"/> FP <input type="checkbox"/> FPC
Residence address	City	State Zip Code	

Continue on Reverse

FOR OFFICE USE ONLY

Articles of Inc <input type="checkbox"/>	Date application completed <u>7/6/15</u>	Cashier # _____
Fict. Name Stmt <input type="checkbox"/>	Date changes made on system <u>DA</u>	Date _____
Minutes <input type="checkbox"/>	Staff initials <u>DA</u>	Amt of fee _____

Name of Treasurer	Licensed as	License number	For Office Use Only <input type="checkbox"/> Certs <input type="checkbox"/> FP <input type="checkbox"/> FPC
Residence address	City	State	
		Zip Code	
Name of Medical Director	Licensed as	License number	For Office Use Only <input type="checkbox"/> Certs <input type="checkbox"/> FP <input type="checkbox"/> FPC
Residence address	City	State	
		Zip Code	

**B. Shareholders COMPLETE ONLY IF THERE IS A STOCK TRANSFER**

List all persons who own 10% or more of stock (use additional sheet if necessary).

To whom issued	Residence address & telephone no.	Licensed as, license no. and state(s)	% of Shares	Date Issued

**Please read carefully**

The information will be used to determine qualifications for registration under the California Pharmacy Law. The official responsible for information maintenance is the Executive Officer, telephone (916)574-7900, 1625 N. Market Blvd, N219, Sacramento, California 95834. The information may be transferred to another governmental agency such as a law enforcement agency if necessary for it to perform its duties. Each individual has the right to review the files or records maintained on them by our agency, unless the records are identified as confidential information and exempted by Section 1798.3 of the Civil Code.

Under penalty of perjury, under the laws of the State of California, each person whose signature appears below, certifies and says: (1) he/she is the owner or an officer of the applicant corporation named in the foregoing application, duly authorized to make this application on its behalf and is at least 18 years of age; (2) he/she has read the foregoing application and knows the contents thereof and that each and all statements therein made are true; (3) all supplemental statements are true and accurate; (4) the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Board of Pharmacy.

**SIGNATURE**



Signature of Corporate Officer or Owner

Bahar Danesh 3/19/2015  
Gharib Date

Name (please print)

Date

Signature of Corporate Officer or Owner

Name (please print)

Date

Reporting Changes

3/19/2015

Dear Board of pharmacy,

The Original application that was sent to the Board of pharmacy did Not have (Suite A) included in the address, since we are operating in (Suit A) we want to specify the changes for this address.

Please find enclosed the new address (Not change of location)

**Old Address**

6944 Reseda blvd  
Reseda CA, 91335  
Phone :( 877)201-0820  
Fax: (877)255-0664

**New Address**

6944 Reseda Blvd Suite A  
Reseda CA, 91335  
Phone :( 877)201-0820  
Fax: (877)255-0664

A handwritten signature in black ink, consisting of a large, horizontal oval shape with a small vertical stroke extending downwards from the center, resembling a stylized 'R' or a signature flourish.

Sincerely,  
Ramtin Ghavami RPH 67639

# EXHIBIT 8



California State Board of Pharmacy

1625 N. Market Blvd, Suite N219, Sacramento, CA 95834
Phone (916) 574-7900
Fax (916) 574-8618

STATE BOARD OF PHARMACY

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF CONSUMER AFFAIRS
GOVERNOR EDMUND G. BROWN JR.

2015 MAR 27 AM 11:52

194791 / 155374

CHANGE OF PERMIT REQUEST

(Pharmacy, Hospital Pharmacy, Clinic, Licensed Correctional Facility, Exempt
Hospital, Non-Resident Pharmacy)

TYPE OF CHANGE

CHECK ALL THAT APPLY

- Corporate Officer(s)
Medical Director
Transfer of 10%-49% of stock
Address (not change of location)
Tradestyle Name
Corporation Name

Please print or type

Name of permit holder: Bahar Danesh Gharib
Telephone Number: (916)
Address of permit holder:
Name of business: National Script pharmacy
Permit number: 51458
Business phone number: (916) 877-241-0820
Address of business: 6944 Reseda Blvd, suite A Reseda CA 91335

A. Corporate Officers

LIST CHANGES ONLY

Under "Licensed as" list any state professional or vocational licenses held; e.g., pharmacist, physician, podiatrist, dentist or veterinarian, etc., and the license number. Non-profit organizations must list the names and titles of persons holding corporate positions.

Table with columns for Name of CEO/President/Secretary, Licensed as, License number, and For Office Use Only (Certs, FP, FPC).

Continue on Reverse

FOR OFFICE USE ONLY

Articles of Inc, Fict. Name Stmt, Minutes, Date application completed, Date changes made on system, Staff initials, Cashier #, Date, Amt of fee

Name of Treasurer	Licensed as	License number	For Office Use Only <input type="checkbox"/> Certs <input type="checkbox"/> FP <input type="checkbox"/> FPC
Residence address	City	State	
		Zip Code	
Name of Medical Director	Licensed as	License number	For Office Use Only <input type="checkbox"/> Certs <input type="checkbox"/> FP <input type="checkbox"/> FPC
Residence address	City	State	
		Zip Code	

**B. Shareholders COMPLETE ONLY IF THERE IS A STOCK TRANSFER**

List all persons who own 10% or more of stock (use additional sheet if necessary).

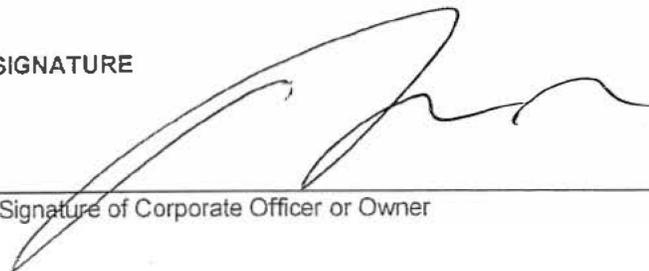
To whom issued	Residence address & telephone no.	Licensed as, license no. and state(s)	% of Shares	Date Issued

**Please read carefully**

The information will be used to determine qualifications for registration under the California Pharmacy Law. The official responsible for information maintenance is the Executive Officer, telephone (916)574-7900, 1625 N. Market Blvd, N219, Sacramento, California 95834. The information may be transferred to another governmental agency such as a law enforcement agency if necessary for it to perform its duties. Each individual has the right to review the files or records maintained on them by our agency, unless the records are identified as confidential information and exempted by Section 1798.3 of the Civil Code.

Under penalty of perjury, under the laws of the State of California, each person whose signature appears below, certifies and says: (1) he/she is the owner or an officer of the applicant corporation named in the foregoing application, duly authorized to make this application on its behalf and is at least 18 years of age; (2) he/she has read the foregoing application and knows the contents thereof and that each and all statements therein made are true; (3) all supplemental statements are true and accurate; (4) the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Board of Pharmacy.

**SIGNATURE**

X 

Signature of Corporate Officer or Owner

BAHAR Danesh (Sharib) 3/26/2015  
Name (please print) Date

Signature of Corporate Officer or Owner

Name (please print)

Date

### Change of medical director

- 1. Submit a completed and signed Change of Permit Request form (17A-12).
- 2. Fee of \$100.
- 3. Copy of Request for Live Scan Service Form verifying that fingerprints have been scanned and all applicable fees have been paid for the new medical director. Please refer to fingerprint instructions on page 4.
- 4. Completed Certification of Personnel (17A-11) form for the new medical director.

### Transfer of 10% to 49% of stock

- 1. Submit a completed and signed Change of Permit Request form (17A-12).
- 2. Fee of \$100.
- 3. Certification of Personnel (17A-11) form and Copy of Request for Live Scan Service Form verifying that fingerprints have been scanned and all applicable fees have been paid for each new stockholder. Please refer to fingerprint instructions on page 4.
- 4. Copy of stock certificates, if issued.

### Change of street name or number made by the post office

NOTE: a change of actual location requires a new application

- 1. Submit a completed and signed Change of Permit Request form (17A-12).
- 2. Fee of \$100.

### Change of tradestyle or corporate name

- 1. Submit a completed and signed Change of Permit Request form (17A-12).
- 2. Fee of \$35.
- 3. Attach one of the following: (1) a fictitious name statement from the county, (2) a copy of the Articles of Incorporation listing the new name, (3) a copy of the board minutes ratifying the name change.

Reporting Changes

3/26/2015

Dear Board of Pharmacy,

We have always been at the same address, inspector Dr. Song has brought to our attention that in the original application that was sent to the Board of pharmacy did not have ( suite A ) included in the address. Since we are operating in ( Suite A ) we want to specify the changes for this address.

Please find enclosed the new address

(OUR LOCATION HAS NEVER BEEN CHANGED)

**Old Address**

6944 Reseda blvd  
Reseda CA, 91335  
Phone: (877)201-0820  
Fax: (877) 255-0664

**New Address**

6944 Reseda blvd Suite A  
Reseda CA, 91335  
Phone: (877)201-0820  
Fax: (877) 255-0664

Sincerely,  
Ramtin Ghavami RPH 67639

# EXHIBIT 9

**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](mailto: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](mailto: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](mailto: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](mailto: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*

<b>Date Filed</b>	<b>#</b>	<b>Docket Text</b>
07/02/2015	<a href="#">1</a>	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: # <a href="#">1</a> T. Bill) (Lundstrom, T) (Entered: 07/02/2015)
07/02/2015	<a href="#">2</a>	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	<a href="#">6</a>	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	<a href="#">7</a>	ORDER to <b>UNSEAL</b> 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	<a href="#">14</a>	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	<a href="#">15</a>	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	<a href="#">16</a>	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	<a href="#">22</a>	TRANSFER DOCUMENTS RECEIVED from Central District of California re Rule 5(c) (3) as to Bahar Gharib-Danesh. # <a href="#">1</a> Unredacted Affidavit of Surety) (Robles, S). (Entered: 07/15/2015)
07/15/2015	<a href="#">23</a>	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	<a href="#">24</a>	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. <b><u>SECOND STATUS CONFERENCE set set for 11/30/2015 at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto.</u></b> (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	<a href="#">32</a>	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	<a href="#">33</a>	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	<a href="#">34</a>	STIPULATION and <b>ORDER</b> 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 <b>CONTINUED to 2/16/2016, at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto.</b> 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	<a href="#">36</a>	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	<a href="#">37</a>	STIPULATION and <b>ORDER</b> 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 <b>CONTINUED to 4/4/2016, at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto.</b> 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	<a href="#">38</a>	WAIVER of PERSONAL APPEARANCE by Bahar Gharib-Danesh. (Marshak, Jerry) (Entered: 03/29/2016)
03/31/2016	<a href="#">41</a>	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. <b><u>3rd STATUS CONFERENCE &amp; 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></b> 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. <b>Jury Trial set for 8/15/2017, at 08:30 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill.</b> The Court sets a further <b>Status Conference on 11/7/2016, at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto.</b> <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	<a href="#">47</a>	STIPULATION and PROPOSED ORDER for Vacating the Status Conference by Na Young Eoh. (Price, Jerome) (Entered: 11/02/2016)
11/04/2016	<a href="#">48</a>	STIPULATION and <b>ORDER</b> 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	<a href="#">49</a>	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	<a href="#">51</a>	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	<a href="#">52</a>	STIPULATION and PROPOSED ORDER for Continuance of Trial Date by Bahar Gharib-Danesh. (Moss, Richard) (Entered: 07/07/2017)
07/07/2017	<a href="#">53</a>	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	<a href="#">54</a>	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	<a href="#">62</a>	PLEA AGREEMENT as to Bahar Gharib-Danesh. (McKeon, Mark) (Entered: 07/05/2018)
07/05/2018	<a href="#">63</a>	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	<a href="#">67</a>	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	<a href="#">79</a>	<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: # <a href="#">1</a> Character Reference Letters) (Una'Dia, T) (Entered: 08/20/2018)
09/04/2018	<a href="#">82</a>	<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	<a href="#">86</a>	SENTENCING PRESENTENCE INVESTIGATION REPORT (FINAL) as to Bahar Gharib-Danesh. (Attachments: # <a href="#">1</a> Response, # <a href="#">2</a> Objection Letter, # <a href="#">3</a> Character Reference Letters)(Una'Dia, T) (Entered: 09/10/2018)
09/13/2018	<a href="#">90</a>	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	<a href="#">103</a>	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	<a href="#">110</a>	STIPULATION and PROPOSED ORDER for Return of Passport by Bahar Gharib-Danesh. (Bacon, Daniel) (Entered: 10/29/2018)
10/29/2018	<a href="#">111</a>	STIPULATION and PROPOSED ORDER for Amend Order of Judgment and Commitment by Bahar Gharib-Danesh. (Bacon, Daniel) (Entered: 10/29/2018)
11/01/2018	<a href="#">112</a>	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	<a href="#">119</a>	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	<a href="#">120</a>	STIPULATION and PROPOSED ORDER for Return of Passport by Bahar Gharib-Danesh. (Bacon, Daniel) (Entered: 01/02/2019)

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

# EXHIBIT 10

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5

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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 **VI. SENTENCING DETERMINATION**

2 **A. Statutory Authority.**

3 The defendant understands that the Court must consult the Federal Sentencing Guidelines and  
4 must take them into account when determining a final sentence. The defendant understands that the  
5 Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the  
6 Sentencing Guidelines and must take them into account when determining a final sentence. The  
7 defendant further understands that the Court will consider whether there is a basis for departure from the  
8 guideline sentencing range (either above or below the guideline sentencing range) because there exists  
9 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into  
10 consideration by the Sentencing Commission in formulating the Guidelines. The defendant further  
11 understands that the Court, after consultation and consideration of the Sentencing Guidelines, must  
12 impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

13 **B. Estimated Guideline Calculation.**

14 The government and defendant GHARIB-DANESH agree that there is no material dispute as to  
15 the following sentencing guidelines variables and therefore stipulate to the following:

- 16 1. Base Offense Level: 6 [U.S.S.G. § 2B1.1(a)(2)]
- 17 2. Acceptance of Responsibility: See paragraph III.B.2 above
- 18 3. Departures or Other Enhancements or Reductions:

19 The parties agree that they will not seek or argue in support of any other specific offense  
20 characteristics, Chapter Three adjustments (other than the decrease for “Acceptance of Responsibility”),  
21 or cross-references, except that the government may move for a departure or an adjustment based on the  
22 defendant’s cooperation (§ 5K1.1) or post-plea obstruction of justice (§ 3C1.1). Both parties agree not  
23 to move for, or argue in support of, any departure from the Sentencing Guidelines, or any deviance or  
24 variance from the Sentencing Guidelines under United States v. Booker, 543 U.S. 220, 125 S.Ct. 738  
25 (2005) to a level that is less than the parties’ agreement on Estimated Guideline Calculations.

26 Defendant GHARIB-DANESH also agrees that the application of the United States Sentencing  
27 Guidelines to her case results in a reasonable sentence and that the defendant will not request that the  
28 Court apply the sentencing factors under 18 U.S.C. § 3553 to arrive at a different sentence than that

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.

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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



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MARK J. McKEON  
Assistant United States Attorney

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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
<b>Total</b>	<b>\$ 5,686.89</b>

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# EXHIBIT 11

# 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](http://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) JVT A assessment, (8) penalties, and (9) costs, including cost of prosecution and court costs.