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Samuel H. Albert MD, Inc. & Samuel H. Albert

Exhibit #	Document
1	United States of America v. Samuel Albert (Case no. CR16-0435)
2	CA Secretary of State: Statement of Information, 10/11/2016

FILED

2016 JUN 21 PM 12:07

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. SAMUEL ALBERT, Defendant.	CR No. 16-0435 INFORMATION [18 U.S.C. § 1349: Conspiracy to Commit Health Care Fraud]

The United States Attorney charges:

[18 U.S.C. § 1349]

A. GENERAL ALLEGATIONS

At all times relevant to this Information:

1. Defendant SAMUEL ALBERT ("defendant ALBERT") was a licensed psychiatrist with a medical office located at 10840 Warner Avenue, Suite #1095, in Fountain Valley, California, within the Central District of California.

2. The Federal Employees' Compensation Act, Title 5, United States Code, Sections 8101, et seq. ("FECA"), provided compensation benefits to civilian employees of the United States for wage-loss disability due to a traumatic injury or occupational disease

sustained while working as a federal employee.

3. Benefits available pursuant to FECA were administered by the Office of Workers' Compensation Programs ("OWCP"), a component of the Department of Labor ("DOL").

4. A wage-loss disability claimant was required to return to work (including limited duty or part-time work) as soon as the claimant was able.

5. OWCP relied on physician providers to help assess when a disability claimant was able to return to work or if a claimant needed to continue receiving benefits under FECA, including physicians' care, medications, physical therapy, and a percentage of his or her regular pay.

6. FECA was a "health care benefit program" as defined by 18 U.S.C. § 24(b), that affected commerce.

B. THE OBJECT OF THE CONSPIRACY

7. Beginning in or around at least January 2008, and continuing through in or around at least March 2014, in Orange County, within the Central District of California, and elsewhere, defendant ALBERT, together with others known and unknown to the United States Attorney, knowingly combined, conspired, and agreed to commit health care fraud, in violation of Title 18, United States Code, Section 1347.

C. THE MANNER AND MEANS OF THE CONSPIRACY

8. The object of the conspiracy was to be carried out, and was carried out, in substance, as follows:

a. At defendant ALBERT's direction, co-conspirator office employees with no official medical training or background

would prepare reports purportedly reflecting patients' psychiatric status, history, treatment, or progress based on psychotherapy sessions ("patient reports") for defendant ALBERT to submit to OWCP.

b. The co-conspirators would utilize various report templates (called K-Files) and complete patient reports to be submitted to OWCP on a random basis. The various patient reports would be completed by co-conspirator office employees by "cutting and pasting" template paragraphs into patient reports that would be submitted to OWCP.

c. The template paragraphs would be numbered and maintained within electronic documents and titled by the name of the report section to which they corresponded. For example, there would be documents containing paragraphs for the following patient report sections: "Current Situation"; "Treatment Modalities"; and "Rationalized Medical Opinion."

d. A "key" would be maintained on the final page of each patient report, with strict directions to never include the final page in the reports submitted to OWCP. The key would keep track of various details about the report's creation, such as which report template was used, the order of the report sections, and the font type.

e. Defendant ALBERT would direct co-conspirator office employees to maintain a log tracking the submitted report templates for each patient and the assigned OWCP Claims Examiner. The purpose of this log would be to never send the same OWCP Claims Examiner the same report template, and thereby, avoid detection of the scheme to fraudulently prepare and submit patient reports.

f. At defendant ALBERT's direction, co-conspirator office employees would prepare Health Insurance Claim Forms to bill OWCP for the preparation of the patient reports.

g. Defendant Albert would review and sign the Health Insurance Claim Forms and would cause them to be submitted to OWCP, along with printed versions of the corresponding patient reports.

9. As a result of defendant ALBERT's conduct, between in or about January 2008 and in or about March 2014, defendant ALBERT and his co-conspirators submitted and caused the submission of approximately 4,200,440 in false and fraudulent claims to DOL-OWCP for patient report billings, and DOL-OWCP paid approximately $2,310,935 based on those claims.

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FILED
CLERK, U.S. DISTRICT COURT
JUL 25 2016
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA V. PLAINTIFF	CASE NUMBER: 2:16-CR-00435
SAMUEL ALBERT, DEFENDANT	WAIVER OF INDICTMENT

I, SAMUEL ALBERT, the above-named defendant, who is accused of CONSPIRACY TO COMMIT HEALTH CARE FRAUD, in violation of 18 U.S.C. SECTION 1349, being advised of the nature of the charge, the proposed information, and of my rights, hereby waive in open court on JULY 25, 2016, prosecution by indictment and consent that the proceedings may be by information rather than by indictment.

July 25 2016
Date

Samuel A Albert
Defendant

7/25/16
Date

Counsel for Defendant

July 25 2016
Date

Before: *Judicial Officer* FREDERICK F. MUMM

If the defendant does not speak English, complete the following:

I, _____, am fluent in written and spoken English and _____ languages. I accurately translated this Waiver of Indictment from English to _____ for defendant _____ on this date.

Date

Interpreter

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UNITED STATES OF AMERICA

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CENTRAL DIST. OF CALIF.
LOS ANGELES

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. SAMUEL ALBERT, Defendant.	CR No. 16-0435 PLEA AGREEMENT FOR DEFENDANT SAMUEL ALBERT

1. This constitutes the plea agreement between SAMUEL ALBERT ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the

form attached to this agreement as Exhibit A or a substantially similar form, which charges defendant with conspiracy to commit health care fraud, in violation of 18 U.S.C. § 1349.

b. Not contest facts agreed to in this agreement.

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

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

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

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

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

h. Make a partial restitution payment of $300,000 at or before the time of sentencing, subsequently continue to pay restitution in accordance with the Court's order, and not seek the discharge of any restitution obligation, in whole or in part, in any present or future bankruptcy proceeding.

3. Defendant understands and acknowledges that as a result of pleading guilty pursuant to this agreement, defendant will be excluded from Medicare, Medicaid, and all Federal health care programs. Defendant agrees to complete and execute all necessary

documents provided by the United States Department of Health and Human Services; the Department of Labor ("DOL"), Office of Workers' Compensation Programs ("OWCP"); or any other department or agency of the federal government, to effectuate this exclusion within 60 days of receiving the documents. This exclusion will not affect defendant's right to apply for and receive benefits as a beneficiary under any Federal health care program, including Medicare, Medicaid, and the Federal Employees' Compensation Act, Title 5, United States Code, Sections 8101, et seq. ("FECA").

4. Defendant further agrees:

a. To stipulate to the revocation of defendant's medical license and the loss of all rights and privileges as a licensed physician in California;

b. To not apply for licensure or petition for reinstatement of defendant's revoked medical license for at least five years from the effective date of the revocation; and

c. That upon the effective date of the license revocation, defendant shall be prohibited from engaging, either directly or indirectly, in any activity for which a medical license is required.

THE USAO'S OBLIGATIONS

5. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

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

c. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offenses up to and including the time of sentencing, recommend a two-level reduction

in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

d. Except for criminal tax violations (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371), not further criminally prosecute defendant for violations of 18 U.S.C. §§ 371, 1341, 1343, 1347, or 1349 arising out of defendant's conduct described in the agreed-to factual basis set forth in paragraph 12 with respect his submission of false billing claims to the OWCP, a component of DOL. Defendant understands that the USAO is free to criminally prosecute defendant for any other unlawful past conduct or any unlawful conduct that occurs after the date of this agreement. Defendant agrees that at the time of sentencing the Court may consider the uncharged conduct in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed after consideration of the Sentencing Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

e. Recommend that the Court vary downward in offense level by a sufficient number of levels such that the resulting offense level is at the top of Zone B of the Sentencing Table in U.S.S.G. Chapter 5, Part A, based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7), including, specifically, the history and characteristics of the defendant.

NATURE OF THE OFFENSE

6. Defendant understands that for defendant to be guilty of the crime charged in the single-count Information, that is, conspiracy to commit health care fraud, in violation of Title 18,

United States Code, Section 1349, the following must be true: (1) beginning in or about January 2008 and continuing until in or about April 2014, there was an agreement between two or more persons to commit health care fraud, in violation of Title 18, United States Code, Section 1347; and (2) defendant became a member of this conspiracy knowing of its object and intending to help accomplish it. The elements of a violation of Title 18, United States Code, Section 1347, are: (1) defendant knowingly and willfully devised or participated in a scheme to defraud a health care benefit program; (2) the statements made or facts omitted as part of the scheme were material; (3) defendant acted with intent to defraud; and (4) the scheme involved the delivery of, or payment for, health care benefits, items, or services. The term "health care benefit program" means any public or private plan or contract, affecting commerce, under which any medical benefit, item, or service is provided to any individual, and includes any individual or entity who is providing a medical benefit, item, or service for which payment may be made under the plan or contract. "Willfully" means that the defendant committed the act voluntarily and purposefully, and with knowledge that the conduct was, in a general sense, unlawful.

PENALTIES AND RESTITUTION

7. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 1349, is: 10 years' imprisonment; a three-year period of supervised release; a fine of $250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of $100.

8. Defendant understands that defendant will be required to pay full restitution to the victim of the offense to which defendant is pleading guilty. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victim of the offense to which defendant is pleading guilty and in amounts greater than those alleged in the count to which defendant is pleading guilty. In particular, defendant agrees that the Court may order restitution to any victim of any of the following for any losses suffered by that victim as a result: (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with the offenses to which defendant is pleading guilty; and (b) any charges not prosecuted pursuant to this agreement as well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with those charges. The parties agree that the applicable amount of restitution is at least $1,000,000.01. The government reserves the right to argue that the applicable amount of restitution is approximately $2,310,935. The parties recognize and agree that the restitution amount could change based on facts that come to the attention of the parties prior to sentencing. The parties also agree that payments made to the government in satisfaction of any civil resolution of claims filed under the False Claims Act, 31 U.S.C. § 3729, based upon the conduct set forth in the Factual Basis of this agreement, shall be deemed payments toward restitution.

9. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised

release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

10. Defendant understands that, by pleading guilty, defendant may be giving up valuable government benefits and valuable civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant understands that once the Court accepts defendant's guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition. Defendant understands that the conviction in this case may also subject defendant to various other collateral consequences, including but not limited to mandatory exclusion from providing services for any federal health care benefit program for at least five years, suspension or revocation of a professional license, and revocation of probation, parole, or supervised release in another case. Defendant understands that unanticipated collateral consequences will not serve as grounds to withdraw defendant's guilty plea.

11. Defendant understands that, if defendant is not a United States citizen, the felony conviction in this case may subject defendant to: removal, also known as deportation, which may, under some circumstances, be mandatory; denial of citizenship; and denial of admission to the United States in the future. The Court cannot, and defendant's attorney also may not be able to, advise defendant fully regarding the immigration consequences of the felony conviction in this case. Defendant understands that unexpected immigration

consequences will not serve as grounds to withdraw defendant's guilty plea.

FACTUAL BASIS

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

Between in or about January 2004 and in or about March 2014, defendant, a licensed psychiatrist, billed the OWCP, a component of DOL, $4,670,0430 for the preparation of reports purportedly reflecting patients' psychiatric status, history, treatment, or progress based on psychotherapy sessions at his medical office located at 10840 Warner Avenue, Suite #1095, in Fountain Valley, California.

The Federal Employees' Compensation Act, Title 5, United States Code, Sections 8101, et seq. ("FECA") provided compensation benefits to civilian employees of the United States for wage-loss disability due to a traumatic injury or occupational disease sustained while working as a federal employee. FECA was a "health care benefit program" as defined by Title 18, United States Code, Section 24(b), that affected commerce, as that term is used in Title 18, United States Code, Section 1347.

Benefits available pursuant to FECA were administered by OWCP. Under the program, a wage-loss disability claimant was required to return to work (including limited duty or part-time work) as soon as the claimant was able to do so. OWCP relied on physician providers to help assess when a disability claimant was able to return to work, or if a claimant needed to continue receiving benefits under FECA, which included physicians' care, medications, therapy, and a percentage of his or her regular pay. In particular, for a disability claimant with a mental condition preventing return to work, reports from a treating psychiatrist reflecting the claimant's psychiatric status and progress were material to OWCP's determination of eligibility for disability benefits under FECA.

Beginning in or about at least January 2008, and continuing to in or about at least March 2014, in Orange County, within the Central District of California, and elsewhere, defendant conspired with others to defraud the FECA program (and OWCP, who administered the program) in connection with the payment of health care benefits. Specifically, defendant and his co-conspirators caused fraudulent claims to be submitted to OWCP for payment in connection with the preparation of reports purportedly reflecting patients' psychiatric status, history, treatment, or progress based on psychotherapy sessions defendant conducted at his medical office.

The reports purportedly prepared to document a patient's status or any progress identified during a psychotherapy session were billed to OWCP under Current Procedural Terminology ("CPT") Code 90889. (CPT codes are numbers assigned to every task and service a medical practitioner may provide to a patient for billing and

tracking purposes.) The vast majority of the reports prepared and billed under CPT Code 90889 between January 2008 and March 2014 were fraudulent. The reports did not reflect information obtained or specifically related to the patient on whose behalf they were purportedly prepared. Instead, the reports were generated, at the direction of defendant, by co-conspirators who did not participate in the relevant psychotherapy sessions and who were not provided with session-based information about the specific patients for whom they were preparing reports.

The fraudulent reports were based primarily on templates with cut-and-paste information, including purportedly unique patient quotes, re-used for different patient reports on a rotating basis. Defendant maintained an elaborate system to keep track of the various templates to ensure that the same patient would never have the same report submitted to OWCP more than one time.

Defendant knew it was illegal to submit false billings for the fraudulently prepared reports that purported to be, but were not in fact, based on his patients' psychotherapy sessions. Notwithstanding this fact, defendant conducted actual psychotherapy sessions with his patients and there are no issues with quality of care or defendant's entitlement to payment for rendering the underlying treatments.

Between January 2008 and March 2014, defendant billed DOL-OWCP approximately $4,200,440 under CPT Code 90889 (or approximately 90% of the total billed to OWCP for patient reports in the ten-year period between January 2004 and March 2014) for reports he allegedly prepared based on patient sessions, and OWCP paid defendant approximately $2,310,935 on those claims. In doing so, defendant knowingly and willfully caused false and fraudulent claims, which he

knew to be material to OWCP, to be submitted for payment under the FECA program. In engaging in the foregoing conduct, defendant acted knowingly and with the intent to defraud, that is, the intent to deceive OWCP and the FECA program.

SENTENCING FACTORS

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

14. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
Loss of $550K to $1.5M	+14	[U.S.S.G. § 2B1.1(b)(1)(H)]
Loss of $3.5M to $9.5M	or +18	[U.S.S.G. § 2B1.1(b)(1)(J)]
Loss to government health care program greater than $1M	+2	[U.S.S.G. § 2B1.1(b)(7)(i)]
Abuse of Position of Trust	+2	[U.S.S.G. § 3B1.3]

With respect to loss, the government reserves the right to argue that the loss in this case is approximately $4,200,440 and that a 18-level upward adjustment under U.S.S.G. § 2B1.1(b)(1)(J) should apply, and defendant reserves the right to argue that the loss in this case is

any amount greater than $1,000,000, but less than $1,500,000, and that, therefore, only a 14-level upward adjustment under U.S.S.G. § 2B1.1(b)(1)(H) should apply.

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

16. Subject to paragraph 5(e) above, defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. §§ 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

17. Defendant understands that by pleading guilty, defendant gives up the following rights:

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

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

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

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

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

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

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

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

WAIVER OF APPEAL OF CONVICTION

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

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

19. Defendant agrees that, provided the Court imposes a total term of imprisonment on the count of conviction within or below the range corresponding to an offense level of 23 and the criminal history category calculated by the Court, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) the amount and terms of any restitution order, provided it requires payment of no more than $2,310,935; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in General Orders 318, 01-05, and/or 05-02 of this Court; the drug testing conditions mandated by 18 U.S.C.

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

20. The USAO agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above, and (b) the Court imposes a sentence within or above the range corresponding to an offense level of 11 and the criminal history category calculated by the Court, the USAO gives up its right to appeal any portion of the sentence, with the exception that the USAO reserves the right to appeal the amount of restitution ordered if that amount is less than $1,000,000.

RESULT OF WITHDRAWAL OF GUILTY PLEA

21. Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement; and (b) should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

RESULT OF VACATUR, REVERSAL OR SET-ASIDE

22. Defendant agrees that if the count of conviction is vacated, reversed, or set aside, both the USAO and defendant will be released from all their obligations under this agreement.

EFFECTIVE DATE OF AGREEMENT

23. This agreement is effective upon signature and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney.

BREACH OF AGREEMENT

24. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

25. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

c. Defendant agrees that: (i) any statements made by defendant, under oath, at the guilty plea hearing (if such a hearing occurred prior to the breach); (ii) the agreed to factual basis statement in this agreement; and (iii) any evidence derived from such statements, shall be admissible against defendant in any such action against defendant, and defendant waives and gives up any claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that the statements or any evidence derived from the statements should be suppressed or are inadmissible.

COURT AND PROBATION OFFICE NOT PARTIES

26. Defendant understands that the Court and the United States Probation Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

27. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing

Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 14 are consistent with the facts of this case. While this paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

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

NO ADDITIONAL AGREEMENTS

29. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court. Defendant further understands that the letter from the USAO to defendant's

attorney, dated June 17, 2016, discussing the exercise of prosecutorial discretion to not prosecute his former medical staff, is not a promise, understanding, or agreement connected to defendant's entering a guilty plea pursuant to this agreement.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

EILEEN M. DECKER
United States Attorney

ASHWIN JANAKIRAM
Assistant United States Attorney

Date: 6/20/2016

SAMUEL ALBERT
Defendant

Date: June 20, 2016

DAVID J. SCHINDLER
Attorney for Defendant
SAMUEL ALBERT

Date: 6/17/16

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

Samuel Albert June 20, 2016

SAMUEL ALBERT
Defendant

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am SAMUEL ALBERT's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

David J. Schindler /RJP — 6/17/16

DAVID J. SCHINDLER
Attorney for Defendant
SAMUEL ALBERT

Date

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

Case No. 2:16-cr-00435-SVW Date September 26, 2016

Present: The Honorable STEPHEN V. WILSON, United States District Judge

Interpreter N/A

Paul Cruz/Evelyn Synagogue	Deborah Gackle	Ashbin Janakiram
Deputy Clerk	*Court Reporter/Recorder*	*Assistant U.S. Attorney*

U.S.A. v. Defendant(s):	Present	Cust.	Bond	Attorneys for Defendants:	Present	App.	Ret.
Samuel Albert	X		X	David J. Schindler	X		X

Proceedings: ARRAIGNMENT AND CHANGE OF PLEA

Defendant moves to change plea to the Indictment.

Defendant now enters a new and different plea to Count 1 of the Single-Count Indictment.

The Court questions the defendant regarding plea of Guilty and finds it knowledgeable and voluntary and orders the plea accepted and entered.

The Court refers the defendant to the Probation Office for investigation and report and continues the matter to January 23, 2017 at 11:00 a.m. for sentencing.

The Court vacates the court and/or jury trial date.

cc: Probation Office

: 32

Initials of Deputy Clerk ES

16-115705

State of California
Secretary of State

S

119

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
OCT 11 2016

This Space for Filing Use Only

1. CORPORATE NAME
SAMUEL H. ALBERT MD INC

2. CALIFORNIA CORPORATE NUMBER
C 0830583

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.)

	STREET ADDRESS	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	202 FASHION LN. #204 TUSTIN	TUSTIN	CA	92780
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	same as above		CA	
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4				

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.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ SAMUEL H ALBERT MD	202 FASHION LN #204	TUSTIN	CA	92780
8. SECRETARY LINDA I BENNETT	202 FASHION LN #204	TUSTIN	CA	92780
9. CHIEF FINANCIAL OFFICER/ SAMUEL H ALBERT MD	202 FASHION LN #204	TUSTIN	CA	92780

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.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME SAMUEL H ALBERT MD	202 FASHION LN # 204	TUSTIN	CA	92780
11. NAME				
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: NONE

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
SAMUEL H. ALBERT MD

	STREET ADDRESS	CITY	STATE	ZIP CODE
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL**	202 FASHION LN. #204	TUSTIN	CA	92780

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
MEDICAL

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.

DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
OCT. 6 2016	SAMUEL H. ALBERT MD	PRESIDENT	Samuel H Albert MD