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

FILED

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

October 2015 Grand Jury

CR 15-0629

UNITED STATES OF AMERICA,

Plaintiff,

v.

SERGIO AMADOR and
DAVID GOMEZ,

Defendants.

CR No. 15-

I N D I C T M E N T

[18 U.S.C. § 1341: Mail Fraud;
18 U.S.C. § 2(b): Causing An Act
To Be Done]

The Grand Jury charges:

COUNTS ONE THROUGH TWENTY

[18 U.S.C. §§ 1341, 2(b)]

A. INTRODUCTORY ALLEGATIONS

1. At all times relevant to this Indictment:

a. The International Longshore and Warehouse Union, formerly known as the International Longshoremen's and Warehousemen's Union ("ILWU"), together with various ILWU locals in different port locations, represented dock workers at ports on the West Coast of the United States, including at the ports of Los Angeles and Long Beach within the Central District of California.

GSK

1 b. The Pacific Maritime Association ("PMA") represented
2 member organizations involved in the shipping industry and arranged
3 on their behalf for the hiring of dock workers at ports on the West
4 Coast of the United States, including at the ports of Los Angeles and
5 Long Beach within the Central District of California.

6 c. The International Longshoremen's and Warehousemen's
7 Union - Pacific Maritime Association Welfare Plan (the "ILWU-PMA
8 Welfare Plan") was a benefit plan, established by agreement between
9 the ILWU and PMA and affecting commerce, that provided a variety of
10 benefits, including health care benefits, to eligible active and
11 retired ILWU members and their qualified dependents and survivors.
12 Eligible recipients of health care benefits under the ILWU-PMA
13 Welfare Plan had an annual choice to have those benefits provided
14 through either a Health Maintenance Organization ("HMO") or a self-
15 funded program that, effective July 1, 2000, was the ILWU-PMA Welfare
16 Plan Self Funded Programs Coastwise Indemnity Plan (the "Plan"). The
17 Plan was funded almost entirely by the PMA.

18 d. The Plan reimbursed providers of medical services,
19 including physicians, chiropractors, and medical clinics
20 (collectively "providers"), that treated patients covered by the Plan
21 ("Plan members"). Each Plan member was issued a subscriber
22 identification card that identified the Plan member by a unique
23 identification number ("Plan member ID Number").

24 e. The Plan required providers to submit claim forms in
25 order to receive reimbursement for medical services provided to
26 subscribers. Among other information, providers were required to
27 include in the claim forms: (i) the Plan member's name and ID Number;
28 (ii) the type of service provided (identified by a standardized

1 procedure code number known as a "CPT Code"); (iii) the date the
2 service was provided; (iv) the charge for the service; (v) the
3 diagnosis (identified by a standardized diagnostic code number, the
4 "ICD-9 Diagnosis Code"); and (vi) the provider's name and/or
5 identification number.

6 f. Effective July 1, 2000, the Plan was administered by
7 the ILWU-PMA Benefit Plans office, with claims processed and paid
8 through the ILWU-PMA Coastwise Claims Office ("Coastwise Claims").
9 Subsequently, the Plan shifted to using a third party administrator
10 ("TPA"), which, from 2008 until 2013, was CIGNA, but claims for
11 medical services provided to Plan members continued to be processed
12 and paid through Coastwise Claims. Coastwise Claims used the United
13 States mail to send to providers reimbursement checks resulting from
14 processed claims.

15 g. The Plan had a Preferred Provider Organization
16 ("PPO"). For medical services provided by providers within the PPO,
17 the Plan generally covered 100% of the PPO charge with no deductible
18 and without requiring Plan members receiving the services to
19 contribute any copay amount or incur any other out-of-pocket costs.

20 h. The Plan provided coverage for chiropractic services
21 and had a PPO for chiropractic services, which, effective as of July
22 1, 2009, was the Chiropractic Health Plan of California ("CHPC").
23 For chiropractic services provided by a CHPC provider, the Plan
24 covered 100% of CHPC charges, with no out-of-pocket cost to the Plan
25 member receiving the chiropractic services. The chiropractic
26 services covered by the Plan included office visits, up to a maximum
27 of 40 related to any particular "diagnosis," and up to a maximum of
28 18 related to "symptoms" in the absence of a "diagnosis."

1 i. The CHPC had a Code of Conduct that was developed to
2 address specific areas of concern relating to the Plan's chiropractic
3 benefit. Among other things, the Code of Conduct: (i) prohibited the
4 offering of any incentive, including rebates, free or discounted
5 treatments, or gifts of any type, to Plan members for recruiting them
6 as patients; (ii) prohibited solicitation, recruitment, or any other
7 promotional or educational contact with Plan members by a CHPC
8 provider, the provider's staff, or any of the provider's employees or
9 agents at or around union halls, union offices, dispatch
10 halls/centers, or any other union facility or place of business;
11 (iii) required treatments provided to a Plan member to be medically
12 necessary and only to address the specific condition as diagnosed and
13 documented in the Plan member's patient's history; and (iv) required
14 adjunctive therapies and procedures to be used only to support and
15 facilitate chiropractic care.

16 2. At all times relevant to this Indictment, defendants SERGIO
17 AMADOR and DAVID GOMEZ were residents of Los Angeles County,
18 California, within the Central District of California. Defendants
19 AMADOR and GOMEZ were members of ILWU Local 13, which was based in
20 Los Angeles County, within the Central District of California.

21 3. On or about April 17, 2009, defendants AMADOR and GOMEZ,
22 and C.R., created and caused to be created, through filings with the
23 California Secretary of State, a corporation called "Port Medical
24 Associates, Inc." In or about early 2009, defendants AMADOR and
25 GOMEZ, and C.R., opened a clinic, operating under the name "Port
26 Medical," at 2530 Atlantic Boulevard, Suite A, Long Beach,
27 California, within the Central District of California.

1 4. On or about April 9, 2010, defendants AMADOR and GOMEZ, and
2 C.R., created and caused to be created, through filings with the
3 California Secretary of State, a corporation called "Port Medical San
4 Pedro Inc." In or about early 2010, defendants AMADOR and GOMEZ, and
5 C.R., opened a second clinic, also operating under the name "Port
6 Medical," at 407 North Harbor Boulevard, San Pedro, California,
7 within the Central District of California.

8 5. Both Port Medical clinics purported to offer general
9 medical and chiropractic care through medical providers hired and
10 caused to be hired by defendants AMADOR and GOMEZ, and C.R.,
11 including, in particular, K.M., who was a licensed chiropractor and
12 member of the CHPC.

13 6. In or about December 2008, defendants AMADOR and GOMEZ, and
14 C.R., created and caused to be created, through filings with the
15 California Secretary of State, a medical management company called
16 "DCS Medical Management LLC" ("DCS"). In or about March and
17 September 2010, respectively, defendants AMADOR and GOMEZ, and C.R.,
18 created and caused to be created, through filings with the California
19 Secretary of State, two additional medical management companies:
20 Chosen Medical Management LLC ("Chosen") and Ramport Medical
21 Management LLC ("Ramport"). On or about the following dates,
22 defendants AMADOR and GOMEZ, and C.R., opened and caused to be opened
23 at J.P. Morgan Chase Bank the following accounts (each identified by
24 the last four digits of the account number) for these medical
25 management companies:

26 ///

27 ///

Date	Company	Account
March 6, 2009	DCS	***3393 ("DCS 3393 Account")
March 29, 2010	Chosen	***6061 ("Chosen 6061 Account")
August 16, 2010	Rampport	***9842 ("Rampport 9842 Account")
January 12, 2011	Rampport	***6169 ("Rampport 6169 Account")

8 B. THE FRAUDULENT SCHEME

9 7. Beginning on or about April 17, 2009, and continuing
10 through in or about September 2012, in Los Angeles County, within the
11 Central District of California, defendants AMADOR and GOMEZ, together
12 with others known and unknown to the Grand Jury, knowingly and with
13 intent to defraud, devised, participated in, and executed a scheme to
14 defraud the Plan as to material matters, and to obtain money and
15 property from the Plan by means of material false and fraudulent
16 pretenses, representations, and promises, and the concealment of
17 material facts.

18 8. The fraudulent scheme was carried out, in substance, as
19 follows:

20 a. Defendants AMADOR and GOMEZ incorporated and caused to
21 be incorporated Port Medical, and obtained and caused to be obtained
22 for Port Medical a provider identification number for use in making
23 claims for reimbursement to the Plan.

24 b. Defendants AMADOR and GOMEZ incorporated and caused to
25 be incorporated DCS, Chosen, and Rampport, and opened and caused to be
26 opened bank accounts for DCS, Chosen, and Rampport for use in
27 receiving funds from Port Medical, which funds defendants AMADOR and
28 GOMEZ then used and caused to be used to, among other things: (i) pay

1 themselves; and (ii) pay incentives to and on behalf of Plan members
2 in return for those Plan members receiving medical and chiropractic
3 services at Port Medical and encouraging other Plan members to also
4 receive medical and chiropractic services at Port Medical.

5 c. Defendants AMADOR and GOMEZ recruited, and caused
6 others to recruit, Plan members to receive medical and chiropractic
7 services at Port Medical, including by offering and causing to be
8 offered to those Plan members incentives, including sponsorships of
9 sports teams, cash payments, free massages and facials, and other
10 gifts and services, in return for those Plan members receiving
11 medical and chiropractic services at Port Medical and encouraging
12 other Plan members to also receive medical and chiropractic services
13 at Port Medical.

14 d. Defendants AMADOR and GOMEZ caused Plan members
15 receiving chiropractic services at Port Medical to sign multiple
16 sign-in stickers. Defendants AMADOR and GOMEZ also caused others to
17 print and sign Plan members' names on sign-in stickers. Defendants
18 AMADOR and GOMEZ then used, and caused others to use, these sign-in
19 stickers to create chart entries falsely representing that
20 chiropractic services had been provided to Plan members on dates when
21 no such services had actually been provided.

22 e. Defendants AMADOR and GOMEZ encouraged, and caused
23 others to encourage, Plan members to go to Port Medical to receive
24 massages, heat and ice treatments, and other physical therapy
25 treatments that were not medically necessary, did not address any
26 specific condition of the patient that had been the subject of a
27 proper diagnosis, and were not used to support and facilitate
28 chiropractic care. Defendants AMADOR and GOMEZ then created, and

1 caused others to create, chart entries that were materially false and
2 misleading in that they represented that the services provided were
3 medically necessary, addressed specific conditions of patients that
4 had been properly diagnosed, and were used to support and facilitate
5 chiropractic care.

6 f. Knowing that the chiropractic services being billed
7 had not actually been provided, were not medically necessary, did not
8 address specific conditions of patients that had been properly
9 diagnosed, and were not used to facilitate chiropractic care,
10 defendants AMADOR and GOMEZ caused to be submitted to the Plan claims
11 for reimbursement for these chiropractic services that were
12 materially false and misleading in that they represented that the
13 services had been provided, were medically necessary, addressed
14 specific conditions of patients that had been properly diagnosed, and
15 were used to support and facilitate chiropractic care, and concealed
16 material facts, in that they concealed that the Plan members for whom
17 claims were being submitted had been recruited to receive
18 chiropractic services at Port Medical through the use of monetary and
19 other incentives.

20 g. Defendants AMADOR and GOMEZ caused, and directed
21 others to cause, Port Medical to transfer funds derived from checks
22 received in the mail from the Plan to the DCS 3393 Account, Chosen
23 6061 Account, Rampport 9842 Account, and Rampport 6169 Account. From
24 these accounts, defendants AMADOR and GOMEZ wrote, and caused others
25 to write, checks transferring funds to themselves, and making
26 payments to and on behalf of Plan members to provide them with
27 incentives to receive, and encourage others to receive, medical and
28 chiropractic services at Port Medical.

1 9. By means of the fraudulent scheme described above,
 2 defendants AMADOR and GOMEZ caused the Plan to pay to Port Medical at
 3 least \$225,000.

4 C. THE USE OF THE MAIL

5 10. On or about the dates set forth below, defendants AMADOR
 6 and GOMEZ, together with others known and unknown to the Grand Jury,
 7 for the purpose of executing and attempting to execute the above
 8 described scheme to defraud, caused to be placed in a post office and
 9 authorized depository for mail matter the following checks drawn on a
 10 Coastwise Claims account to be sent and delivered by the United
 11 States Postal Service to Port Medical, in Los Angeles County, within
 12 the Central District of California:

COUNT	DATE	ITEM MAILED
ONE	December 29, 2010	Check No. 7218695 payable to Port Medical in the amount of \$216.18 in payment of a claim for chiropractic services purportedly provided to C.V. (E.R.'s daughter) on or about November 16, 2010
TWO	December 29, 2010	Check No. 7218701 payable to Port Medical in the amount of \$246.23 in payment of a claim for chiropractic services purportedly provided to E.R. on or about November 16, 2010
THREE	December 29, 2010	Check No. 7218686 payable to Port Medical in the amount of \$432.36 in payment of a claim for chiropractic services purportedly provided to C.V. (E.R.'s daughter) on or about November 27 & 30, 2010
FOUR	December 29, 2010	Check No. 7218704 payable to Port Medical in the amount of \$216.18 in payment of a claim for chiropractic services purportedly provided to E.R. on or about November 30, 2010

1	FIVE	February 1, 2011	Check No. 7281537 payable to Port Medical in the amount of \$429.88 in payment of a claim for chiropractic services purportedly provided to H.V. (J.V.'s daughter) on or about November 2 & 9, 2010
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3			
4	SIX	February 1, 2011	Check No. 7281549 payable to Port Medical in the amount of \$736.11 in payment of a claim for chiropractic services purportedly provided to J.V. on or about November 2, 9, & 16, 2010
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8	SEVEN	February 1, 2011	Check No. 7281554 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to J.V-M. (J.V.'s son) on or about November 2, 2010
9			
10			
11	EIGHT	February 1, 2011	Check No. 7281560 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to L.V. (J.V.'s daughter) on or about November 2, 2010
12			
13			
14			
15	NINE	February 1, 2011	Check No. 7281562 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to F.V. (J.V.'s daughter) on or about November 2, 2010
16			
17			
18	TEN	February 1, 2011	Check No. 7281538 payable to Port Medical in the amount of \$285.75 in payment of a claim for chiropractic services purportedly provided to D.V. (J.V.'s daughter) on or about November 9, 16, & 23, 2010
19			
20			
21			
22	ELEVEN	February 1, 2011	Check No. 7281548 payable to Port Medical in the amount of \$644.82 in payment of a claim for chiropractic services purportedly provided to H.V. (J.V.'s daughter) on or about November 16, 23, & 30, 2010
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1	TWELVE	February 1, 2011	Check No. 7281550 payable to Port Medical in the amount of \$490.74 in payment of a claim for chiropractic services purportedly provided to J.V. on or about November 23 & 30, 2010
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4			
5	THIRTEEN	February 2, 2011	Check No. 7284904 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to D.V. (J.V.'s daughter) on or about November 30, 2010
6			
7			
8	FOURTEEN	April 27, 2011	Check No. 7461388 payable to Port Medical in the amount of \$312.00 in payment of a claim for chiropractic services purportedly provided to D.B. on or about January 26, 2011
9			
10			
11	FIFTEEN	April 27, 2011	Check No. 7461389 payable to Port Medical in the amount of \$312.00 in payment of a claim for chiropractic services purportedly provided to D.B. on or about February 2, 2011
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14			
15	SIXTEEN	April 27, 2011	Check No. 7461391 payable to Port Medical in the amount of \$312.00 in payment of a claim for chiropractic services purportedly provided to D.B. on or about February 16, 2011
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18	SEVENTEEN	April 29, 2011	Check No. 7464661 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to D.V. (J.V.'s daughter) on or about November 2, 2010
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22	EIGHTEEN	May 26, 2011	Check No. 7521095 payable to Port Medical in the amount of \$214.94 in payment of a claim for chiropractic services purportedly provided to J.C. on or about January 22, 2011
23			
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25	NINETEEN	August 16, 2011	Check No. 7660619 payable to Port Medical in the amount of \$357.96 in payment of a claim for chiropractic services purportedly provided to L.L. on or about July 6, 2011
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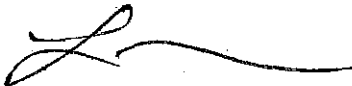
1 TWENTY 2 3 4	August 16, 2011	Check No. 7660620 payable to Port Medical in the amount of \$245.37 in payment of a claim for chiropractic services purportedly provided to L.L. on or about July 11, 2011
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5 A TRUE BILL

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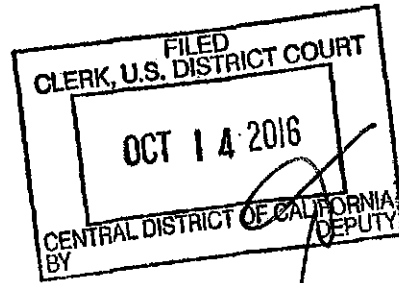
8 Foreperson

9
10 EILEEN M. DECKER
11 United States Attorney

12 

13 LAWRENCE S. MIDDLETON
14 Assistant United States Attorney
15 Chief, Criminal Division

16 GEORGE S. CARDONA
17 Assistant United States Attorney
18 Chief, Major Frauds Section
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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
Plaintiff,
v.
DAVID GOMEZ,
Defendant.

No. CR 15-629-RGK-2
VERDICT

With respect to defendant DAVID GOMEZ, as to each of the counts of the indictment, we the jury hereby unanimously find as follows:

COUNT	DATE	ITEM MAILED	VERDICT (Guilty or Not Guilty)
ONE	December 29, 2010	Check No. 7218695 payable to Port Medical in the amount of \$216.18 in payment of a claim for chiropractic services purportedly provided to C.V. (E.R.'s daughter) on or about November 16, 2010	Guilty

COUNT	DATE	ITEM MAILED	VERDICT (Guilty or Not Guilty)
TWO	December 29, 2010	Check No. 7218701 payable to Port Medical in the amount of \$246.23 in payment of a claim for chiropractic services purportedly provided to E.R. on or about November 16, 2010	Guilty
THREE	December 29, 2010	Check No. 7218686 payable to Port Medical in the amount of \$432.36 in payment of a claim for chiropractic services purportedly provided to C.V. (E.R.'s daughter) on or about November 27 & 30, 2010	Guilty
FOUR	December 29, 2010	Check No. 7218704 payable to Port Medical in the amount of \$216.18 in payment of a claim for chiropractic services purportedly provided to E.R. on or about November 30, 2010	Guilty
FIVE	February 1, 2011	Check No. 7281537 payable to Port Medical in the amount of \$429.88 in payment of a claim for chiropractic services purportedly provided to H.V. (J.V.'s daughter) on or about November 2 & 9, 2010	Guilty
SIX	February 1, 2011	Check No. 7281549 payable to Port Medical in the amount of \$736.11 in payment of a claim for chiropractic services purportedly provided to J.V. on or about November 2, 9, & 16, 2010	Guilty

COUNT	DATE	ITEM MAILED	VERDICT (Guilty or Not Guilty)
SEVEN	February 1, 2011	Check No. 7281554 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to J.V.-M. (J.V.'s son) on or about November 2, 2010	Guilty
EIGHT	February 1, 2011	Check No. 7281560 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to L.V. (J.V.'s daughter) on or about November 2, 2010	Guilty
NINE	February 1, 2011	Check No. 7281562 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to F.V. (J.V.'s daughter) on or about November 2, 2010	Guilty
TEN	February 1, 2011	Check No. 7281538 payable to Port Medical in the amount of \$285.75 in payment of a claim for chiropractic services purportedly provided to D.V. (J.V.'s daughter) on or about November 9, 16, & 23, 2010	Guilty

COUNT	DATE	ITEM MAILED	VERDICT (Guilty or Not Guilty)
ELEVEN	February 1, 2011	Check No. 7281548 payable to Port Medical in the amount of \$644.82 in payment of a claim for chiropractic services purportedly provided to H.V. (J.V.'s daughter) on or about November 16, 23, & 30, 2010	Guilty
TWELVE	February 1, 2011	Check No. 7281550 payable to Port Medical in the amount of \$490.74 in payment of a claim for chiropractic services purportedly provided to J.V. on or about November 23 & 30, 2010	Guilty
THIRTEEN	February 2, 2011	Check No. 7284904 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to D.V. (J.V.'s daughter) on or about November 30, 2010	Guilty
FOURTEEN	April 27, 2011	Check No. 7461388 payable to Port Medical in the amount of \$312.00 in payment of a claim for chiropractic services purportedly provided to D.B. on or about January 26, 2011	Guilty
FIFTEEN	April 27, 2011	Check No. 7461389 payable to Port Medical in the amount of \$312.00 in payment of a claim for chiropractic services purportedly provided to D.B. on or about February 2, 2011	Guilty

COUNT	DATE	ITEM MAILED	VERDICT (Guilty or Not Guilty)
SIXTEEN	April 27, 2011	Check No. 7461391 payable to Port Medical in the amount of \$312.00 in payment of a claim for chiropractic services purportedly provided to D.B. on or about February 16, 2011	Guilty
SEVENTEEN	April 29, 2011	Check No. 7464661 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to D.V. (J.V's daughter) on or about November 2, 2010	Guilty
EIGHTEEN	May 26, 2011	Check No. 7521095 payable to Port Medical in the amount of \$214.94 in payment of a claim for chiropractic services purportedly provided to J.C. on or about January 22, 2011	Guilty
NINETEEN	August 16, 2011	Check No. 7660619 payable to Port Medical in the amount of \$357.96 in payment of a claim for chiropractic services purportedly provided to L.L. on or about July 6, 2011	Guilty

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COUNT	DATE	ITEM MAILED	VERDICT (Guilty or Not Guilty)
TWENTY	August 16, 2011	Check No. 7660620 payable to Port Medical in the amount of \$245.37 in payment of a claim for chiropractic services purportedly provided to L.L. on or about July 11, 2011	Guilty

Dated this 14th day of
October, 2016 at Los Angeles,
California

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United States District Court
Central District of California

AMENDED

UNITED STATES OF AMERICA vs.

Docket No. CR 15-00629-RGK-2

Defendant David Gomez (2)

Social Security No. █ █ █ █

akas: N/A

(Last 4 digits)

JUDGMENT AND PROBATION/COMMITMENT ORDER

In the presence of the attorney for the government, the defendant appeared in person on this date.

MONTH	DAY	YEAR
Jan	09	2017

COUNSEL

Paul Ultimo, Rtd.

(Name of Counsel)

PLEA

GUILTY, and the court being satisfied that there is a factual basis for the plea.

**NOLO
CONTENDERE**

**NOT
GUILTY**

FINDING

There being a finding/verdict of **GUILTY**, defendant has been convicted as charged of the offense(s) of:
18 U.S.C. §1341: Mail Fraud; 18 U.S.C. § 1341 2(b); Causing An Act To Be Done, of a Twenty (20) Count Indictment, a Class C Felony.

**JUDGMENT
AND PROB/
COMM
ORDER**

The Court asked whether there was any reason why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the Court, the Court adjudged the defendant guilty as charged and convicted and ordered that: Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant is hereby committed to the custody of the Bureau of Prisons to be imprisoned for a term of:

FORTY-ONE (41) Months. This term consists of 41 months on each of Counts 1 to 20 of the 20-count indictment, to be served concurrently.

Upon release from imprisonment, the defendant shall be placed on supervised release for a term of **TWO (2) years**. This term consists of two years on each of Counts 1 to 20, all such terms to run concurrently under the following terms and conditions:

1. The defendant shall comply with the rules and regulations of the United States Probation Office, General Order 05-02, and General Order 01-05, including the three special conditions delineated in General Order 01-05.
2. During the period of community supervision, the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment.
3. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from custody and at least two periodic drug tests thereafter, not to exceed eight tests per month, as directed by the Probation Officer.
4. The defendant shall apply all monies received from income tax refunds to the outstanding Court-ordered financial obligation. In addition, the defendant shall apply all monies received from lottery winnings, inheritance, judgments and any anticipated or unexpected financial gains to the outstanding Court-ordered financial obligation.
5. The defendant shall cooperate in the collection of a DNA sample from the defendant.

It is ordered that the defendant shall pay to the United States a special assessment of \$2,000, which is due immediately. Any unpaid balance shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program.

It is ordered that the defendant shall pay restitution in the total amount of \$201,000 pursuant to 18 U.S.C. § 3663A

The amount of restitution ordered shall be paid as follows:

USA vs. David Gomez (2)Docket No.: CR 15-00629-RGK-2

The International Longshoremen's
and Warehousemen's Union -
Pacific Maritime Association Welfare Plan
1188 Franklin Street, 3rd floor
San Francisco, CA 94109

Restitution shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program. If any amount of the restitution remains unpaid after release from custody, nominal monthly payments of at least 10% of defendant's gross monthly income but not less than \$100, whichever is greater, shall be made during the period of supervised release and shall begin 30 days after the commencement of supervision. Nominal restitution payments are ordered as the Court finds that the defendant's economic circumstances do not allow for either immediate or future payment of the amount ordered.

The defendant shall be held jointly and severally liable with co-participant Sergio Amador for the amount of restitution ordered in this judgment. The victims' recovery is limited to the amount of its loss and the defendant's liability for restitution ceases if and when the victim receives full restitution.

Pursuant to 18 U.S.C. § 3612(f)(3)(A), interest on the restitution ordered is waived because the defendant does not have the ability to pay interest. Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. § 3612(g).

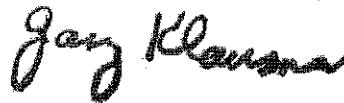
The defendant shall comply with General Order No. 01-05.

The Court advised the defendant of the right to appeal this judgment.

In addition to the special conditions of supervision imposed above, it is hereby ordered that the Standard Conditions of Probation and Supervised Release within this judgment be imposed. The Court may change the conditions of supervision, reduce or extend the period of supervision, and at any time during the supervision period or within the maximum period permitted by law, may issue a warrant and revoke supervision for a violation occurring during the supervision period.

January 10, 2017

Date



R. Gary Klausner, U. S. District Judge

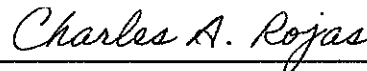
It is ordered that the Clerk deliver a copy of this Judgment and Probation/Commitment Order to the U.S. Marshal or other qualified officer.

Clerk, U.S. District Court

January 10, 2017

Filed Date

By Charles A. Rojas
Deputy Clerk



The defendant shall comply with the standard conditions that have been adopted by this court (set forth below).

STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE

While the defendant is on probation or supervised release pursuant to this judgment:

USA vs. David Gomez (2)Docket No.: CR 15-00629-RGK-2

1. The defendant shall not commit another Federal, state or local crime;
2. the defendant shall not leave the judicial district without the written permission of the court or probation officer;
3. the defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month;
4. the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
5. the defendant shall support his or her dependents and meet other family responsibilities;
6. the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
7. the defendant shall notify the probation officer at least 10 days prior to any change in residence or employment;
8. the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician;
9. the defendant shall not frequent places where controlled substances are illegally sold, used, distributed or administered;
10. the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
11. the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;
12. the defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;
13. the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
14. as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to conform the defendant's compliance with such notification requirement;
15. the defendant shall, upon release from any period of custody, report to the probation officer within 72 hours;
16. and, for felony cases only: not possess a firearm, destructive device, or any other dangerous weapon.

USA vs. David Gomez (2)Docket No.: CR 15-00629-RGK-2

The defendant will also comply with the following special conditions pursuant to General Order 01-05 (set forth below).

STATUTORY PROVISIONS PERTAINING TO PAYMENT AND COLLECTION OF FINANCIAL SANCTIONS

The defendant shall pay interest on a fine or restitution of more than \$2,500, unless the court waives interest or unless the fine or restitution is paid in full before the fifteenth (15th) day after the date of the judgment pursuant to 18 U.S.C. §3612(f)(1). Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. §3612(g). Interest and penalties pertaining to restitution, however, are not applicable for offenses completed prior to April 24, 1996.

If all or any portion of a fine or restitution ordered remains unpaid after the termination of supervision, the defendant shall pay the balance as directed by the United States Attorney's Office. 18 U.S.C. §3613.

The defendant shall notify the United States Attorney within thirty (30) days of any change in the defendant's mailing address or residence until all fines, restitution, costs, and special assessments are paid in full. 18 U.S.C. §3612(b)(1)(F).

The defendant shall notify the Court through the Probation Office, and notify the United States Attorney of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay a fine or restitution, as required by 18 U.S.C. §3664(k). The Court may also accept such notification from the government or the victim, and may, on its own motion or that of a party or the victim, adjust the manner of payment of a fine or restitution-pursuant to 18 U.S.C. §3664(k). See also 18 U.S.C. §3572(d)(3) and for probation 18 U.S.C. §3563(a)(7).

Payments shall be applied in the following order:

1. Special assessments pursuant to 18 U.S.C. §3013;
2. Restitution, in this sequence (pursuant to 18 U.S.C. § 3664(i), all non-federal victims must be paid before the United States is paid):
 - Non-federal victims (individual and corporate),
 - Providers of compensation to non-federal victims,
 - The United States as victim;
3. Fine;
4. Community restitution, pursuant to 18 U.S.C. §3663(c); and
5. Other penalties and costs.

SPECIAL CONDITIONS FOR PROBATION AND SUPERVISED RELEASE

As directed by the Probation Officer, the defendant shall provide to the Probation Officer: (1) a signed release authorizing credit report inquiries; (2) federal and state income tax returns or a signed release authorizing their disclosure; and (3) an accurate financial statement, with supporting documentation as to all assets, income and expenses of the defendant. In addition, the defendant shall not apply for any loan or open any line of credit without prior approval of the Probation Officer.

The defendant shall maintain one personal checking account. All of defendant's income, "monetary gains," or other pecuniary proceeds shall be deposited into this account, which shall be used for payment of all personal expenses. Records of all other bank accounts, including any business accounts, shall be disclosed to the Probation Officer upon request.

The defendant shall not transfer, sell, give away, or otherwise convey any asset with a fair market value in excess of \$500 without approval of the Probation Officer until all financial obligations imposed by the Court have been satisfied in full.

These conditions are in addition to any other conditions imposed by this judgment.

RETURN

I have executed the within Judgment and Commitment as follows:

Defendant delivered on _____ to _____

Defendant noted on appeal on _____

Defendant released on _____

Mandate issued on _____

Defendant's appeal determined on _____

Defendant delivered on _____ to _____

at _____
the institution designated by the Bureau of Prisons, with a certified copy of the within Judgment and Commitment.

United States Marshal

By _____
Deputy Marshal

Date

CERTIFICATE

I hereby attest and certify this date that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

Clerk, U.S. District Court

By _____
Deputy Clerk

Filed Date

FOR U.S. PROBATION OFFICE USE ONLY

Upon a finding of violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of supervision.

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

(Signed) _____
Defendant

Date

U. S. Probation Officer/Designated Witness

Date

Case No. _____ Case Title _____

Title of Document _____

<u>ADR</u>
<u>BAP (Bankruptcy Appellate Panel)</u>
<u>BOP (Bureau of Prisons)</u>
<u>CA State Public Defender</u>
<u>CAAG (California Attorney General's Office - Keith H. Borjon, L.A. Death Penalty Coordinator)</u>
<u>Case Assignment Administrator</u>
<u>Chief Deputy - Administration</u>
<u>Chief Deputy - Case Processing</u>
<u>Chief Deputy - Judicial Services</u>
<u>CJA Supervising Attorney</u>
<u>Clerk of Court</u>
<u>Death Penalty H/C (Law Clerks)</u>
<u>Deputy-in-Charge Eastern Division</u>
<u>Deputy-in-Charge Southern Division</u>
<u>Federal Public Defender</u>
<u>Fiscal Section</u>
<u>Intake Section, Criminal LA</u>
<u>Intake Section, Criminal SA</u>
<u>Intake Supervisor, Civil</u>
<u>Managing Attorney, Legal Services Unit</u>
<u>MDL Panel</u>
<u>Ninth Circuit Court of Appeal</u>
<u>PIA Clerk - Los Angeles (PIALA)</u>
<u>PIA Clerk - Riverside (PIAED)</u>
<u>PIA Clerk - Santa Ana (PIASA)</u>
<u>PSA - Los Angeles (PSALA)</u>
<u>PSA - Riverside (PSAED)</u>
<u>PSA - Santa Ana (PSASA)</u>
<u>Statistics Clerk</u>

<u>US Attorney's Office - Civil Division -L.A.</u>
<u>US Attorney's Office - Civil Division - S.A.</u>
<u>US Attorney's Office - Criminal Division -L.A.</u>
<u>US Attorney's Office - Criminal Division -S.A.</u>
<u>US Bankruptcy Court</u>
<u>US Marshals Service - Los Angeles (USMLA)</u>
<u>US Marshals Service - Riverside (USMED)</u>
<u>US Marshals Service - Santa Ana (USMSA)</u>
<u>US Probation Office (USPO)</u>
<u>US Trustee's Office</u>
<u>Warden, San Quentin State Prison, CA</u>
<u>Warden, Central California Women's Facility</u>
<u>ADD NEW NOTICE PARTY</u> <u>(if sending by fax, mailing address must also be provided)</u>
Name: _____
Firm: _____
Address (include suite or floor): _____ _____
*E-mail: _____
*Fax No.: _____

* For CIVIL cases only

<u>JUDGE / MAGISTRATE JUDGE (list below):</u>

Initials of Deputy Clerk _____