

1 SUPERIOR COURT OF CALIFORNIA
2 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

04/06/2017
08:00 AM

DAVID H. YAMASAKI, Clerk of the Court
17CF0867

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6 THE PEOPLE OF THE STATE OF CALIFORNIA,) FELONY COMPLAINT
7)
8 Plaintiff,)
9)
10 vs.) No.
11 CHRISTOPHER KING 11/29/78) OCDA WC16070011
12 F3474528) OCDA WC15040015
13 AKA CHRISTOPHER RODGER KING) OCDA HF12110001
14 CHRISTOPHER RODGER RINGWALT)
Defendant(s))

15 The Orange County District Attorney charges that in Orange
16 County, California, the law was violated as follows:

17 COUNT 1: On or about and between February 01, 2011 and
18 September 01, 2015, in violation of Section 550(a)(6) of the
19 Penal Code (CONSPIRACY TO COMMIT MEDICAL INSURANCE FRAUD), a
20 FELONY, CHRISTOPHER KING did unlawfully conspire with TANYA
21 MORELAND KING AND OTHER UNKNOWN INDIVIDUALS, with the intent to
22 defraud, to make a false and fraudulent claim to WORKERS
23 COMPENSATION INSURANCE CARRIERS IN CALIFORNIA for payment of a
24 health care benefit in an amount exceeding nine hundred fifty
25 dollars (\$950). It is further alleged that pursuant to and for
the purpose of carrying out the objects and purposes of the
conspiracy, one and more of the conspirators committed the
following overt acts:

26 OVERT ACT 1

27 In 2011, Defendant Christopher King formed a business
28 partnership with TANYA MORELAND KING.

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OVERT ACT 2

TANYA MORELAND KING recruited physicians who treated workers' compensation patients and gave them a financial incentive to prescribe compound transdermal creams, oral medications and Urine Toxicology tests to their patients.

OVERT ACT 3

Between October 1, 2011 and January 15, 2015, Defendant Christopher King and Tanya Moreland King, used Steven's Pharmacy in Costa Mesa, to manufacture the compound transdermal creams for distribution to workers' compensation patients.

OVERT ACT 4

Steven's Pharmacy was paid \$16 for every 30 gram (72 hour supply) and \$40 for every 120g tube it manufactured and in return permitted Defendant Christopher King and Tanya Moreland King to submit healthcare claims on Steven's Pharmacy's behalf to workers' compensation insurance carriers at highly inflated prices.

OVERT ACT 5

Steven's Pharmacy mass manufactured transdermal compound creams using formulas that were profitable under the fee schedule at Tanya Moreland King and Defendant Christopher King's direction.

OVERT ACT 6

On April 26, 2011, Defendant Christopher King, filed documents with the Secretary of State to incorporate a company named Monarch Medical Group Inc., in California and named himself as the CEO, Secretary and CFO of the company.

OVERT ACT 7

Between, October 10, 2011 and January 15, 2015, Monarch Medical Group Inc. submitted healthcare claims to workers' compensation carriers for 120g compound transdermal creams manufactured by Steven's Pharmacy, in Costa Mesa.

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OVERT ACT 8

Monarch Medical Group Inc., paid Steven's Pharmacy a flat rate of \$40 for each 120 gram transdermal compound cream tube, and billed workers' compensation carriers between \$700 to \$1000 for the same tubes.

OVERT ACT 9

Between October 10, 2011 and January 15, 2015, Monarch Medical Group paid Steven's Pharmacy in excess of \$1,200,000.00 (one million and two hundred thousand dollars).

OVERT ACT 10

On October 17, 2011, Defendant Christopher King filed documents to form a corporation named King Medical Management, Inc., in California and named himself the CEO and Tanya King as the CFO and Secretary of the corporation.

OVERT ACT 11

King Medical Management submitted healthcare claims on behalf of the physicians who distributed the 30g tubes manufactured by Steven's Pharmacy in their offices to workers' compensation carriers, and gave the physicians between 70 to 90 percent of the net profits, as long as the physicians also prescribed the 120g tubes which would be sent to the patients directly by Steven's Pharmacy.

OVERT ACT 12

On and between 8/9/12 and 2/26/15, Defendant Christopher King and Tanya Moreland King, purchased medications and Active Specimen Collection kits, from Nucare Pharmaceuticals, in the City of Orange, County of Orange, to be distributed by the physicians who were recruited to work with Monarch Medical Group and King Medical Management.

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OVERT ACT 13

Defendant Christopher King and Tanya Moreland King, billed workers' compensation carriers through their company Monarch Medical Group for the medications and Active kits purchased from NuCare Pharmaceuticals, located in the City of Orange, County of Orange, and shared the net profits from the amounts collected with the physicians who prescribed these items to their workers' compensation carriers.

OVERT ACT 14

On or between 2/15/15 and 11/11/16, Defendant Christopher King and Tanya Moreland King, through their company Monarch Medical Group, billed workers' compensation carriers for the medications purchased from A S Medication Solutions, located in County of Orange, and shared the net profits from the amounts collected with the physicians who prescribed these items to their workers' compensation carriers.

OVERT ACT 15

Defendant Tanya King made payments to Ismael Silva M.D. through her companies First Meditech, Preferred Medical and One Source Labs between October 20, 2011 and November 3, 2014.

OVERT ACT 16

In consideration for \$20,000 a month in payments, Ismael Silva Jr., M.D., permitted Defendant Tanya King's employees to come to his (8) eight clinics, named Healthpointe, including the ones located in the City of Garden Grove and the City of Anaheim, in the County of Orange, to collect Urine samples from workers' compensation patients.

OVERT ACT 17

On 12/26/14, Ismael Geli Silva wrote an email to Christopher King confirming their agreement for payments of \$20,000 and requested payment of the outstanding balance of \$200,000 for 2013 and \$140,000 for 2014.

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OVERT ACT 18

Between 10/20/11 and 12/26/14, Tanya Moreland King and Christopher King agreed to and in fact paid Defendants Ismael Geli Silva and Ismael Silva Jr. M.D. in excess of \$685,000.

OVERT ACT 19

Between August 2011 and August of 2015, Monarch received in excess of \$13 million dollars in payments from workers' compensation carriers and paid over \$1.9 million dollars of that revenue to the physicians as a kickback.

OVERT ACT 20

On February 17, 2012, Christopher King and Tanya King formed a corporation named One Source Laboratories, Inc., for the purpose of submitting claims, to workers' compensation carriers involving Urine Toxicology Tests.

OVERT ACT 21

Between May 2012 and August 2015, One Source Labs Inc and King Medical Management Inc. received in excess of \$6 million dollars in payments from Workers' Compensation Carriers.

OVERT ACT 22

Between 8/12/12 and 1/15/15, Defendant Christopher King and Tanya Moreland King, paid Dr. Christopher Chen, M.D. in excess of \$289,000 in consideration for referring compound transdermal creams, oral medications, Sprix Nasal Spray, and Urine Toxicology Tests to their companies, Monarch Medical Group, King Medical Management and One Source Labs Inc.

OVERT ACT 23

Between 7/8/13 and 8/12/15, Defendant Christopher King and Tanya Moreland King, paid the physicians at Central Desert Industrial Medical Group in excess of \$94,000 in consideration for referring compound transdermal creams, oral medications, Sprix Nasal Spray, and Urine Toxicology Tests to their company/ies, Monarch Medical Group, King Medical Management, and One Source Labs Inc.

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OVERT ACT 24

Between 8/8/13 and 8/12/15, Defendant Christopher King and Tanya Moreland King, paid Dr. Duke Ahn, M.D. in excess of \$80,000 in consideration for referring compound transdermal creams, oral medications, Active Specimen Collection Kits, and Urine Toxicology Tests to their companies, Monarch Medical Group, King Medical Management, and One Source Labs Inc.

OVERT ACT 25

Between 5/6/14 and 8/12/15, Defendant Christopher King and Tanya Moreland King, paid Dr. Eduardo Lin, M.D. in excess of \$80,000 in consideration for referring compound transdermal creams, oral medications, Active specimen collection kits, and Urine Toxicology Tests to their companies, Monarch Medical Group, King Medical Management and One Source Labs Inc.

OVERT ACT 26

Between 9/12/12 and 8/12/15, Defendant Christopher King and Tanya Moreland King, paid Dr. Eric Schmidt, M.D. in excess of \$308,000 in consideration for referring compound transdermal creams, oral medications, Sprix Nasal Spray, and Urine Toxicology Tests to their companies, Monarch medical Group, King Medical Management and One Source Labs Inc.

OVERT ACT 27

Between 11/12/14 and 8/12/15, Defendant Christopher King and Tanya Moreland King, paid Dr. Jerome A Robson M.D. in excess of \$175,000 in consideration for referring compound transdermal creams, oral medications, Active specimen collection kits, and Urine Toxicology Tests to their companies, Monarch Medical Group, King Medical Management and One Source Labs Inc.

OVERT ACT 28

Between 12/14/12 and 6/11/15, Defendant Christopher King and Tanya Moreland King, paid Dr. Mannie Joel M.D. in excess of \$26,000 in consideration for referring compound transdermal creams, and Sprix Nasal Spray, to their companies, Monarch Medical Group, King Medical Management and One Source Labs Inc.

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OVERT ACT 29

Between 12/10/13 and 8/12/15, Defendant Christopher King and Tanya Moreland King, paid Dr. Parvez Fatteh M.D. in excess of \$51,000 in consideration for referring compound transdermal creams, oral medications, Active specimen collection kits, Sprix Nasal Spray and Urine Toxicology Tests to their companies, Monarch Medical Group, King Medical Management and One Source Labs Inc.

OVERT ACT 30

Between, 6/12/12 and 8/12/15, Defendant Christopher King and Tanya Moreland King, paid Dr. Jerome A Robson, M.D. in excess of \$175,000 in consideration for referring compound transdermal creams, oral medications, Active specimen collection kits, and Urine Toxicology Tests to their companies, Monarch Medical Group, King Medical Management and One Source Labs Inc.

OVERT ACT 31

Between 8/14/12 and 8/12/15, Defendant Christopher King and Tanya Moreland King, paid Stanislaus Orthopaedic Sports Medicine Clinic in excess of \$248,000 in consideration for referring compound transdermal creams, oral medications, Active specimen collection kits, and Urine Toxicology Tests to their companies, Monarch Medical Group, King Medical Management and One Source Labs Inc.

OVERT ACT 32

Between 3/17/11 and 8/12/15, Defendant Christopher King and Tanya Moreland King, paid Dr. Kevin Shamlou, M.D. in excess of \$38,000 in consideration for referring compound transdermal creams, oral medications, Active specimen collection kits, Sprix Nasal Spray, Patches and Urine Toxicology Tests to their companies, Monarch Medical Group, King Medical Management and One Source Labs Inc.

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1 COUNT 2: On or about and between April 04, 2013 and September
2 04, 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, CHRISTOPHER KING, with the intent
4 to defraud, did unlawfully conceal and knowingly fail to
5 disclose, and did knowingly assist with another person to
6 conceal and fail to disclose the occurrence of an event and a
7 fact that affected the initial and continued material right and
8 entitlement of Accident Fund Group, AIG, Allianz Global
9 Corporate & Specialty, Berkshire Hathaway, California Insurance
10 Company (Applied Underwriters), Crum & Forster, Disneyland,
11 Employers Insurance, Farmers Insurance, ICW Group Insurance Co.,
12 LA City, LA County, Liberty Mutual Insurance, Los Angeles
13 Department of Water & Power, Markel Corp (First Comp), Pacific
14 Compensation Insurance Co., Probe, Republic Indemnity Company of
15 America, State Compensation Insurance Fund, The Hartford
16 Financial Services, Total Health & Productivity Management,
17 Travelers, Tristar Insurance Group, York Risk Service Group,
18 Zenith Insurance, Zurich North America to an insurance benefit
19 and payment, and to the amount of a benefit and payment to which
20 Accident Fund Group, AIG, Allianz Global Corporate & Specialty,
21 Berkshire Hathaway, California Insurance Company (Applied
Underwriters), Crum & Forster, Disneyland, Employers Insurance,
Farmers Insurance, ICW Group Insurance Co., LA City, LA County,
Liberty Mutual Insurance, Los Angeles Department of Water &
Power, Markel Corp (First Comp), Pacific Compensation Insurance
Co., Probe, Republic Indemnity Company of America, State
Compensation Insurance Fund, The Hartford Financial Services,
Total Health & Productivity Management, Travelers, Tristar
Insurance Group, York Risk Service Group, Zenith Insurance,
Zurich North America was entitled, namely: PAID KICKBACKS TO
PHYSICIANS TO PROCURE PRESCRIPTIONS AND URINE TOXICOLOGY ORDERS.

22 ENHANCEMENT(S)

23 As to Count(s) 1 and 2, it is further alleged pursuant to Penal
24 Code section 12022.6(a)(4) (PROPERTY DAMAGE OVER \$3,200,000),
25 that CHRISTOPHER KING intentionally took, damaged, and
26 destroyed property valued in excess of three million two hundred
27 thousand dollars (\$3,200,000) during the commission and
attempted commission of the above offense.

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1 It is further alleged pursuant to Penal Code section 186.11(a)
2 (1)/(2) (AGGRAVATED WHITE COLLAR CRIME - OVER \$500,000), that as
3 to counts 1 and 2, defendant CHRISTOPHER KING engaged in a
4 pattern of related fraudulent felony conduct involving the
taking of more than five hundred thousand dollars (\$500,000).

5 I declare under penalty of perjury, on information and belief,
6 that the foregoing is true and correct.

7 Dated 04-05-2017 at Orange County, California.

8 KS/AC 17F00372

9
10 TONY RACKAUCKAS, DISTRICT ATTORNEY

11 by: /s/ SHADDI KAMIABIPOUR
12 SHADDI KAMIABIPOUR, Deputy District Attorney

13 RESTITUTION CLAIMED

14 [] None
15 [] \$ _____
16 [X] To be determined

17 NOTICES:

18 The People request that defendant and counsel disclose, within
19 15 days, all of the materials and information described in Penal
20 Code section 1054.3, and continue to provide any later-acquired
21 materials and information subject to disclosure, and without
further request or order.

22
23 Pursuant to Welfare & Institutions Code §827 and California Rule
24 of Court 5.552, notice is hereby given that the People will seek
25 a court order to disseminate the juvenile case file of the
26 defendant/minor, if any exists, to all parties in this action,
through their respective attorneys of record, in the prosecution
of this case.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
ADVISEMENT AND WAIVER OF RIGHTS FOR A FELONY GUILTY PLEA

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

Case No. 17CF007 People v. Christopher King

APR 26 2017

1. My true full name is Christopher R. King

DAVID H. YAMASAKI, Clerk of the Court

I am represented by Amanda Touchton

BY: [Signature] DEPUTY

2. I understand that I am pleading guilty, and admitting the following offenses, special punishment allegations, and prior convictions, carrying the possible penalties as follows:

Ct.	Charge	Sentence Range	Enhancements	Yrs.	Term for Priors	Yrs.	Total Penalty Years
1	550(a)(6)	2, 3, 5	12022.6(a)(4) +4				9 yrs.
2	550(b)(3)	+1	186.11(a)(2) +5				6 yrs
							15 yrs.

Maximum Total Punishm

3. In addition to time in custody, I understand the court may also order me to pay a fine as follows: up to \$10,000 for most felonies [P.C. 672]; up to \$20,000 for selected drug offenses [H&S 11372]; up to \$50,000 for selected drug offenses [H&S 11352.5]; or other:

4. I understand it is absolutely necessary that all plea agreements, promises of a particular sentence, and sentence recommendations be completely disclosed to the court on this form.

5. **Right to an attorney:** I understand I have the right to be represented by an attorney at all stages of the proceedings until my case is completed. If I cannot afford an attorney, one will be appointed for me free of charge. However, I understand that at the conclusion of my case, the court may order me to reimburse the County of Orange for the cost of my attorney, according to my ability to pay.

6. **Right to a preliminary hearing:** I understand I have the right to a preliminary hearing at which a judicial officer will determine if there is sufficient evidence to justify setting my case for trial. At this hearing, I have the right to be represented by an attorney as described in paragraph 5 above, the right to confront and cross-examine witnesses against me, the right to present evidence on my behalf, and the right to remain silent and not testify; but I may testify if I want to. I waive and give up my right to a preliminary hearing.

7. **Jury trial rights:** I understand I have the right to a speedy and public trial by a jury. I waive and give up these rights.

8. **Right to confront and cross-examine witnesses:** I understand I have the right to confront the witnesses against me and to cross-examine them myself or have my attorney cross-examine them. I waive and give up these rights.

9. **Right to testify or remain silent:** I understand I have the right to testify on my behalf. I also understand I have the right to remain silent, and I cannot be compelled to testify against my will. I waive and give up these rights.

10. **Right to present evidence:** I understand I have the right to present evidence and to call witnesses to testify on my behalf. I further understand I have the right to invoke the compulsory process of the court to subpoena evidence and witnesses at no cost to me. I waive and give up these rights.

11. **Immigration consequences:** I understand if I am not a citizen of the United States, my conviction for the offense charged will have the consequence of deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.

- ~~12.~~ **Strike Offense(s):** understand that my conviction in this case is for a serious or violent felony ("strike") which may result in the mandatory denial of probation, substantially increased penalties, and a term in state prison for any future felony conviction.
13. **Fourth Amendment waiver:** I understand under the Fourth and Fourteenth Amendments to the United States Constitution, I have a right to be free from unreasonable searches and seizures. I waive and give up this right, and further agree that for the period during which I am on probation or mandatory supervision I will submit my person and property, including any residence, premises, container or vehicle under my control to search and seizure at any time of the day or night by any lawenforcement officer, probation officer, post-release community supervision officer, or parole officer, with or without a warrant, probable cause, or reasonable suspicion.
14. **Blakely/Cunningham waiver:** I understand I may have the right to a jury or court trial as to certain factors that can be used to increase my sentence on any count, sentencing enhancement, or allegation, to the upper or maximum term provided by law. I waive and give up the right to a jury or court trial on all of these factors. I agree the judge will determine the existence of any of these factors, within the judge's discretion, as allowed by law. I agree this waiver shall apply to any future sentence imposed following a probation revocation.
15. **Appeal waiver:** I understand I have the right to appeal from decisions and orders of the Superior Court. I waive and give up my right to appeal from any and all decisions and orders made in my case, including motions to suppress evidence brought pursuant to Penal Code section 1538.5. I waive and give up my right to appeal from my guilty plea. I waive and give up my right to appeal from any legally authorized sentence the court imposes which is within the terms and limits of this plea agreement.
16. **Cruz waiver:** I understand that if, pending sentencing, I am arrested for or commit another crime, violate any condition of my release, or willfully fail to appear for my probation interview or my sentencing hearing, the sentence portion of this agreement will be cancelled. I will be sentenced unconditionally and I will not be allowed to withdraw my guilty plea(s).
17. **Arbuckle waiver:** I understand I have the right to be sentenced by the judge who accepts this plea. I waive and give up that right.
18. **Probation Report waiver:** I understand I have the right to a full probation report before sentencing. I waive and give up that right.
19. **Mandatory Supervision waiver:** I understand that I will be on mandatory supervision (P.C. 1170(h)(5).) for the period of time and subject to the terms and conditions specified in this plea agreement. I understand if I violate any term or condition of mandatory supervision I could be sent to county jail for the remainder of my sentence as set forth on page 6, less any credit for time served.
20. **Post-Release Community Supervision:** I understand that upon release from state prison I may be placed on post-release community supervision for a period of time not to exceed three years, supervised by county officers. I further understand I could be sent to county jail for up to ten days on the order of the post-release community supervision authority without a court hearing.
21. **Post-Release Community Supervision Revocation:** I understand that, following a court hearing, if I am found in violation of any of the terms or conditions of post-release community supervision, I could be sent to county jail for up to 180 days each time I am found in violation.
22. **Parole waiver:** I understand that upon release from state prison I may be placed on parole for a period of time ranging from three years to life, supervised by the California Department of Corrections and Rehabilitation. I further understand that if I am found in violation of any of the terms or conditions of parole, I could be sent to county jail for up to 180 days, except if my sentence was life, I could be sent back to state prison for up to a year.
- ~~23.~~ **Mandatory execution of sentence:** I understand I am not eligible for probation and I will be sentenced to state prison or county jail pursuant to P.C. 1170(h).
24. **Local OCDA DNA Database Consent and Waiver:** I voluntarily consent and agree to provide a Local DNA Database sample, prints and photograph to the Local OCDA DNA Database for permanent retention, forensic analyses and continual searches, anytime in the future, against other DNA profiles, prints, and photographs in any local, state, national, or international law enforcement database only for law enforcement purposes. I hereby waive and give up my right to withdraw this consent and understand that my consent and waiver of my right to withdraw my consent will remain valid and enforceable even if I successfully complete the terms of my negotiated disposition or a PC 1203.4 motion is granted. I understand that providing a DNA sample may violate my Fourth Amendment rights and I waive and give up that right as it relates to the collection and analysis of my DNA sample and continual searching of my DNA profile. Additionally, I voluntarily agree to provide my DNA sample immediately, or if I am in custody, within 72 hours of my release. I also agree to pay a \$75 administrative fee at the time of collection of my Local OCDA DNA Database sample.

25. (d) Proposed disposition: I voluntarily agree and understand the court will: (Initial all that apply)

~~(a)~~ Sentence me to state prison for a period of _____ years and _____ months, credit for time served of _____ days actual custody and _____ days of good time/work time for a total credit of _____ days. I waive and give up my right to make application for probation and request immediate sentence.

~~(b)~~ Sentence me to county jail, for a period of _____ years and _____ months pursuant to P.C. 1170(h), credit for time served of _____ days actual custody and _____ days of good time/work time for a total credit of _____ days. I waive and give up my right to make application for probation and request immediate sentence.

~~(c)~~ Pronounce a divided sentence to county jail for a period of _____ years and _____ months [P.C. 1170(h)]. The sentence is divided as follows: _____ years and _____ months incarceration in the county jail, followed by mandatory supervision for _____ years and _____ months under the terms and conditions set forth on the attached pages 6 and 7.

~~(d)~~ Consider my application for probation before pronouncing sentence. I understand the court may deny my application for probation and sentence me to (check one) state prison county jail for a maximum period of _____ years and _____ months.

(e) Grant me probation under the terms and conditions set forth on the attached pages 6 and 7 that I have initialed and signed. I understand I have the right to reject probation and have the court impose a final sentence. However, I agree to accept probation on the terms and conditions set forth on the attached pages 6 and 7. I further understand that if I am found in violation of any of the terms or conditions of probation, the court may sentence me to (check one) state prison county jail in this case for a maximum period of 15 years and _____ months.

(f) **Harvey waiver:** Order me to pay restitution on counts _____, even if any of these counts have been dismissed as part of the plea agreement, in the amount of _____, or in an amount to be determined by the Probation Department. If I disagree with the amount of restitution determined by the Probation Department, I may request a court hearing to determine the amount of restitution. The sentencing court retains jurisdiction over this case for restitution purposes (if box checked).

(g) Order me to pay the mandatory state restitution fine between ~~\$240~~³⁰⁰ and \$10,000 [P.C. 1202.4]. A second restitution fine in the same amount will also be ordered if I receive a sentence that includes probation, a conditional sentence, mandatory supervision, post-release community supervision, or parole. This second fine will be suspended and I will only have to pay it if the court later finds that I have violated the terms of my probation, conditional sentence, mandatory supervision, post-release community supervision, or parole [P.C. 1202.44 & 1202.45]. A \$40.00 court security fee must also be paid [P.C. 1465.8] as well as a \$30.00 court facility fee [G.C. 70373] on each count convicted.

(h) Order me to pay a mandatory fee of \$70.00 for each count convicted. [Court Operations- \$40.00- P.C. 1465.8 and Facilities- \$30.00- G.C. 70373].

~~(i)~~ Order me to pay a mandatory laboratory analysis fee of \$50.00 for each specified drug offense, plus penalty assessment [H&S 11372.5 & P.C. 1464].

~~(j)~~ Order me to pay a mandatory drug program fee of \$150.00 for each specified drug offense [H&S 11372.7].

(k) Order me to provide a state DNA sample and prints for the State DNA Database pursuant to P.C. 296 and P.C. 296.1.

(l) Order me to provide a local DNA sample, prints and photograph to the OCDA for permanent retention, analyses and search within any law enforcement database(s) for only law enforcement purposes.

~~(m)~~ Order me to register pursuant to the following: (Check all that apply)

- H&S 11590 (narcotics offense)
- P.C. 186.30 (gang-related offense)
- P.C. 457.1 (arson-related offense) I understand I will have to register for the rest of my life.
- P.C. 290 (sex offense) I understand I will have to register for the rest of my life if I work, attend school, or reside in California.

~~(n)~~ Order that my driver's license or driving privilege be suspended or revoked for a period of _____.

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PEOPLE v. CHRISTOPHER KING, CASE # 17CF0867

FACTUAL BASIS FOR THE PLEA

In Orange County, California, on and between May 12, 2011 and August 26, 2015, in violation of Penal Code §§ 550(a)(6) and 550(b)(3), I conspired with Tanya Moreland King, to commit insurance fraud by submitting healthcare claims to workers compensation carriers without disclosing to the carriers that physicians were given consideration and/or paid kickbacks to prescribe transdermal compound creams manufactured by Steven's Pharmacy in Costa Mesa, distribute repackaged oral medication that we purchased from NuCare Pharmaceuticals in the city of Orange, and A.S. Medication Solutions, and to refer urine toxicology tests to Pacific Toxicology Laboratories.

We submitted healthcare claims to workers compensation carriers using companies owned by Tanya Moreland King and myself, and were named, King Medical Management, Inc., Monarch Medical Group, Inc. and One Source Labs, Inc.

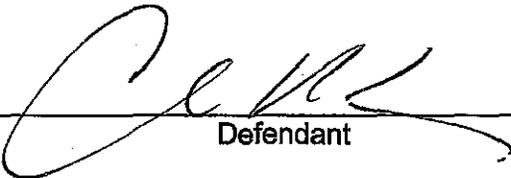
When we submitted healthcare claim, we failed to disclose our agreements and the existence of the kickback scheme to the following workers compensation carriers: Accident Fund Group, AIG, Allianz Global Corporate & Specialty, Berkshire Hathaway, California Insurance Company (Applied Underwriters), Crum & Forster, Disneyland, Employers Insurance, Farmers Insurance, ICW Group Insurance Co., LA City, LA County, Liberty Mutual Insurance, Los Angeles Department of Water & Power, Markel Corp (First Comp), Pacific Compensation Insurance Co., Probe, Republic Indemnity Company of America, State Compensation Insurance Fund, The Hartford Financial Services, Total Health & Productivity Management, Travelers, Tristar Insurance Group, York Risk Service Group, Zenith Insurance, Zurich North America.

5 (A)

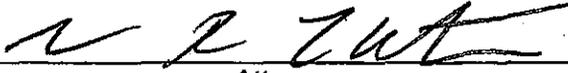
Case No. 17CF0867 People v. Christopher King

31. Q I understand each and every one of the rights set forth above in this advisement and waiver of rights form. I waive and give up each of those rights in order to enter my guilty plea. I am entering a guilty plea because I am in fact guilty and for no other reason. I declare under penalty of perjury I have read, understood, and personally initialed each numbered item above, and I have discussed them with my attorney. I declare under penalty of perjury everything on this form is true and correct. I understand the signing and filing of this form is conclusive evidence I have pled guilty to the charges listed on this advisement and waiver of rights form.

Executed in Orange County, California.

Dated: 4/26/17 Signed: 
Defendant

32. DEFENSE ATTORNEY'S STATEMENT: I am the attorney of record for defendant. I have explained to defendant each of the rights set forth on this form. I have discussed the charges and the facts with defendant. I have studied the possible defenses to the charges and discussed those possible defenses with defendant. I have discussed the possible sentence ranges and immigration consequences with defendant. I also have discussed the contents of this form with defendant. I concur with defendant's decision to waive the rights set forth on this form and to plead guilty. No promises of a particular sentence or sentence recommendation have been made to defendant by me, or to my knowledge by the prosecuting attorney or the court, which have not been fully disclosed on this form. I agree that this form may be received by the court as evidence of defendant's advisement and voluntary, intelligent, knowing, and express waiver of the rights set forth on this form.

Dated: 4/26/17 Signed: 
Attorney

33. INTERPRETER'S STATEMENT:
I, ~~_____~~, having been duly sworn as a court certified interpreter, state that I am fluent in the _____ language. I translated the contents of this form to defendant in that language. The defendant told me he/she understood the contents of this form and initialed and signed it in my presence.

Dated: _____ Signed: _____
Interpreter

34. FOR THE PEOPLE:
Dated: 4-26-17 Signed: 
Deputy District Attorney

Plea to the Court _____

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Deferred Sentencing

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
TERMS AND CONDITIONS OF FELONY PROBATION AND MANDATORY SUPERVISION**

Case No. 17CF0867 People v. Christopher King

- Sentenced to State Prison for _____ years and _____ months. Execution of sentence suspended. Placed on probation for _____ years.
- Imposition of sentence suspended. Placed on probation for 5 years. Check one: Supervised probation; or Probation Department relieved of supervision.
- Probationers: Serve _____ in County Jail. Credit for _____ days actual time served and _____ days good time/work time for a total credit of _____ days. Stay granted until _____.
- Sentenced to county jail for a period of _____ years and _____ months pursuant to P.C. 1170(h). Credit for _____ days actual time served and _____ days good time/work time for a total credit of _____ days.
- Divided Sentence. Sentenced to county jail for a period of _____ years and _____ months [Total term under P.C. 1170(h)(5)]. The sentence is divided as follows: _____ years and _____ months incarceration in county jail, followed by _____ years and _____ months of mandatory supervision under the terms and conditions set forth on this page and the attached page 7. Credit for _____ days actual time served and _____ days good time/work time for a total credit of _____ days.
- Pay fine of _____ plus penalty assessment.
- Pay mandatory fee of \$70.00 for each count convicted. [Court Operations- \$40.00- P.C. 1465.8 and Facilities- \$30.00- G.C. 70373].
- Pay mandatory laboratory analysis fee of \$50.00 for each specified drug offense plus penalty assessment [H&S 11372.5 & P.C. 1464].
- Pay mandatory drug program fee of \$150.00 for each specified drug offense [H&S 11372.7].
- Pay mandatory state restitution fine of \$300 [Min: \$240; Max: \$10,000- P.C. 1202.4]. If your sentence includes probation, a conditional sentence, mandatory supervision, post-release community supervision or parole, the court will order you to pay a second restitution fine in the same amount, but it will be suspended and you will only have to pay the second fine if you are later found in violation of your probation, conditional sentence, mandatory supervision, post-release community supervision, or parole [P.C. 1202.44 & 45]. All monies paid by defendant for any purpose will first be applied to restitution until it is paid in full [Cal. Constitution].
- Pay restitution on counts 1 & 2, even if any of these counts have been dismissed as part of a plea agreement, in the amount of _____, or in an amount to be determined by the Court and as directed by the ~~Probation Department or Mandatory Supervision~~ Probation. You are also ordered to make all financial disclosures required by law in order to fulfill your responsibility to pay full restitution [P.C. 1202.4]. You are also ordered to pay interest on restitution at the rate of 10% (check one) from the date of sentencing OR from the date of loss.
- Register pursuant to: (Check all that apply)

<input type="checkbox"/> H&S 11590 [narcotics offense]	<input type="checkbox"/> P.C. 290 [sexual offense- lifetime registration]
<input type="checkbox"/> P.C. 186.22 [gang-related offense]	<input type="checkbox"/> P.C. 457.1 [arson offense- lifetime registration]
- Provide a state DNA sample and prints for the State DNA Database pursuant to P.C. 296 and 296.1, if not already provided.
- Provide a local DNA sample, prints and photograph to the OCDA for permanent retention, analyses and search within any law enforcement database(s) for only law enforcement purposes immediately or, if in custody, within 72 hours of your release.
- Do not be in the presence of children under the age of 18, unless accompanied by a responsible adult 21 years of age or older and approved in advance by your probation or mandatory supervision officer.
- Use no unauthorized drugs, narcotics, or controlled substances, and submit to drug or narcotic testing as directed by your probation or mandatory supervision officer, or any peace officer.
- Submit your person and property, including any residence, premises, container or vehicle under your control, to search and seizure at any time of the day or night by any law enforcement officer, probation officer, or mandatory supervision officer, with or without a warrant, probable cause, or reasonable suspicion.

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~~18.~~ Cooperate with your probation or mandatory supervision officer in any plan for psychological, psychiatric, alcohol, and/or drug treatment. Seek training, schooling, or employment, and maintain residence as approved by your probation or mandatory supervision officer. Do not associate with persons known to you to be parolees, on post-release community supervision, convicted felons, users or sellers of illegal drugs, or otherwise disapproved of by probation or mandatory supervision.

19. ~~X~~ Do not possess any blank checks, write any portion of any checks, have any checking account, nor use or possess any credit cards or open credit accounts, unless approved in advance by your probation or mandatory supervision officer. Use only your true name. Do not possess any other person's personal identifying information or personal financial information unless approved in advance by your probation or mandatory supervision officer.

20. Q Do not own, use, or possess any type of dangerous or deadly weapon, including any firearm or ammunition.

21. Q Obey all orders, rules, regulations, and directives of the Court, Probation Department, Mandatory Supervision, and Jail.

22. Q Violate no law.

~~X~~ Driver's license or driving privilege is suspended or revoked for a period of _____.

~~X~~ All of the below apply unless lined out:

- (a) Do not drive a motor vehicle with a measurable amount of alcohol in your blood.
- (b) Submit to a chemical test of your blood on demand of any peace officer, probation officer, or mandatory supervision officer.
- (c) Do not be present in any establishment where the primary items for sale are alcoholic beverages.
- (d) Do not consume any alcoholic beverages.
- (e) Do not drive a motor vehicle without a valid California Driver's License on your person.

~~X~~ Attend and complete the following (check all that apply):

- 52 week Batterer's Treatment Program: Alcohol/Drug Component Parenting Component
- 1 year Child Abuser's Program

~~X~~ Comply with the terms and conditions of the Protective Order.

~~X~~ Do not, in any manner, directly or indirectly, initiate contact with, nor have any communication with:

28. Q Disclose your probation or mandatory supervision status and terms upon the request of any peace officer.

29. Q Other conditions:
Custody: 1 year lid - Per Agreement with OEDA at Sentencing.

30. Q Pay cost of probation or mandatory supervision, according to ability to pay, as directed by your probation or mandatory supervision officer.

31. Q I understand that the Court ultimately determines the conditions of probation and mandatory supervision, and I have the right to request the Court modify or eliminate any condition imposed by the Probation Department that I believe is unreasonable.

I have read and agree to all the terms and conditions I have initialed on pages 6 and 7 of this form.

Dated: 4/26/17

Defendant's Signature: [Handwritten Signature]

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF ORANGE

MINUTES

Case : 17CF0867 F A
Name : King, Christopher

Date of Action	Seq Nbr	Code	Text
04/06/17	1	FLDOC	Original Complaint filed on 04/06/2017 by Orange County District Attorney.
	2	FLNAM	Name filed: King, Christopher
	3	FLCNT	FELONY charge of 550(a)(6) PC filed as count 1. Date of violation: 02/01/2011.
	4	FLENH	Enhancement 1, Felony 12022.6(a)(4) PC on Count 1 filed.
	5	FLENH	Enhancement 2, Felony 186.11(a)(1)/(2) PC on Count 1 filed.
	6	FLCNT	FELONY charge of 550(b)(3) PC filed as count 2. Date of violation: 04/04/2013.
	7	FLENH	Enhancement 1, Felony 12022.6(a)(4) PC on Count 2 filed.
	8	FLENH	Enhancement 2, Felony 186.11(a)(1)/(2) PC on Count 2 filed.
	9	CLADD	At the request of People, case calendared on 04/20/2017 at 08:30 AM in C55 for ARGN.
	10	FI959	Accusatory pleading filed by the prosecutor pursuant to Penal Code section 959.1.
	11	FIFCI	Arraignment Letter filed.
04/19/17	1	FIRMC	Media Request to Photograph, Record, or Broadcast from KABC-TV7 filed.
04/20/17	1	HHELD	Hearing held on 04/20/2017 at 08:30:00 AM in Department C55 for Arraignment.
	2	OFJUD	Judicial Officer: Robert A. Knox, Judge
	3	OFJA	Clerk: N. Rodriguez
	4	OFBAL	Bailiff: K. Sun
	5	OFREP	Court Reporter: Janice Arnold
	6	APDDA	People represented by Shaddi Kamiabipour, Deputy District Attorney, present.
	7	APDWRA	Defendant present in Court with counsel Touchton, Amanda R, Retained Attorney.
	8	FIFPC	Fingerprint card is received and filed.
	9	WVRAT	Defendant waives the right to be arraigned today.
	10	CLCON	Arraignment continued to 04/26/2017 at 09:00 AM in Department C55 at request of Defense.

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF ORANGE

MINUTES

Case : 17CF0867 F A

Name : King, Christopher

Date of Action	Seq Nbr	Code	Text
04/20/17	11	WVTIM	Defendant waives statutory time for Arraignment.
	12	PLCJN	Counsel joins in waivers.
	13	DFOTR	Defendant ordered to return.
	14	FISOR	Agreement for Release on Own Recognizance signed and filed.
	16	DSORC	Court orders defendant is to remain released on own recognizance on condition(s): Book and Release on 4/20/17.
	17	CPGTO	Copy of Book and Release form given to defendant.
	18	OFMCD	Minutes entered by M. Ruiz on 04/20/2017.
	19	FIBAR	Proof of book and release filed.
	20	FIORD	Order on Media Request to Permit Coverage (denied) signed and filed.
04/26/17	1	HHELD	Hearing held on 04/26/2017 at 09:00:00 AM in Department C55 for Arraignment.
	2	OFJUD	Judicial Officer: Jeannie Joseph, Judge
	3	OFJA	Clerk: D. Boyle
	4	OFBAL	Bailiff: K. Sun
	5	OFREP	Court Reporter: LaVette Henningham
	6	APDDA	People represented by Shaddi Kamiabipour, Deputy District Attorney, present.
	7	APDWRA	Defendant present in Court with counsel Touchton, Amanda R, Retained Attorney.
	8	CPACK	Counsel acknowledges receipt of the charging document.
	9	WVRAA	Defendant waives reading and advisement of the Original Complaint.
	10	DFSYS	Defendant states that the initials and signature on the Waiver of Rights form are his.
	11	ADMAX	Defendant advised of maximum possible sentence.
	12	DFTNC	Defendant states true name is correct as charged.
	13	FIWWR	Defendant's written waiver of legal and constitutional rights for guilty plea received and ordered filed.

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF ORANGE

MINUTES

Case : 17CF0867 F A

Name : King, Christopher

Date of Action	Seq Nbr	Code	Text
04/26/17	14	ADCRWG	The defendant has been advised of constitutional rights, waivers and consequences in writing pursuant to the guilty plea form. The defendant makes the plea with a full understanding of all the matters set forth in the charging document and in the guilty plea form, that defendant has read, understood and personally initialed each item herein. Defendant understands that the signing and filing of the guilty plea form is conclusive evidence that defendant has pleaded GUILTY to the charges set forth.
	15	WVTEXT	Defendant waives each of the rights stated below, as well as all statutory and constitutional rights as defined on page 1 of the Waiver of Rights form. Defendant waives each right voluntarily.
	16	ADAWV	Defendant advised of and waives the following:
	17	ADRTA	- The right to an Attorney.
	18	TEXT	- The right to a Preliminary Hearing.
	19	ADJCT	- The right to a trial by Jury.
	20	ADCXW	- The right to confront and cross-examine witnesses.
	21	ADRTF	- The right to testify in own defense.
	22	ADRTT	- The right not to testify, be called as a witness, or admit guilt.
	23	ADTCP	- The right to use the court process to compel the appearance of witnesses and subpoena documents.
	24	ADCZS	Defendant advised of the possible consequences of plea affecting deportation and citizenship.
	25	ADMAX	Defendant advised of maximum possible sentence.
	26	ADCSQ	Defendant advised of consequences of violating parole.
	27	PLTXT	Defendant advised of the consequences of the plea.
	28	PLGCT	To the Original Complaint defendant pleads GUILTY as to count(s) 1, 2.
	29	PLAAE	Defendant admits all enhancements as to count(s) 1, 2.
	30	PLCJN	Counsel joins in waivers, pleas, and admissions.
	31	PLFDW	The Court finds the defendant knowingly, intelligently, understandingly, expressly, and explicitly waives each of the above stated rights.
	32	FDDUN	The Court finds that the defendant understands consequences of the plea.

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF ORANGE

MINUTES

Case : 17CF0867 F A

Name : King, Christopher

Date of Action	Seq Nbr	Code	Text
04/26/17	33	PLFBA	Court finds factual basis and accepts plea.
	34	WVTIM	Defendant waives statutory time for Sentencing.
	35	WVAFS	Defendant waives arraignment for sentencing.
	36	WVPBR	Probation report waived.
	37	DFAAW	Arbuckle waiver: The defendant understands that he has the right to be sentenced by the judge who accepted his plea. The defendant waives and gives up this right.
	38	CLSET	Sentencing set on 11/14/2017 at 08:30 AM in Department C55.
	39	DFOTR	Defendant ordered to return.
	40	DSROR	Court orders defendant released on own recognizance.
	41	MOTBY	Motion by Defense to seal the factual basis.
	42	MOTION	Motion denied.
	43	MOTBY	Motion by People and Defense to file pages 9-12.
	44	MOTION	Motion granted.
	45	FIPSA	Probation/Sentencing Addendum to the Tahl Form filed.
05/05/17	1	FITXT	Notice of Change of Attorney filed.