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

BY: _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
June 2011 Grand Jury

CR 12 00397

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
YEONG JA LEE,)
aka "Sophia Lee,")
)
Defendant.)

CR
INDICTMENT

[18 U.S.C. § 1349; Conspiracy to Commit Health Care Fraud; 18 U.S.C. § 1518: Obstruction of a Criminal Investigation of Health Care Fraud Offenses; 18 U.S.C. § 2: Aiding an Abetting and Causing an Act to Be Done]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Indictment:

The Defendant

1. Defendant YEONG JA LEE, also known as "Sophia Lee" ("defendant LEE"), was an employee of Greatcare Home Health, Inc. ("Greatcare"), from in or about August 2009, to in or about December 2010.

1 2. Defendant LEE was not licensed in California to
2 provide nursing or physical therapy services.

3 Greatcare

4 3. Greatcare was a home health agency enrolled as a
5 Medicare provider and owned by a co-conspirator, Hee Jung Mun
6 ("Mun").

7 4. Greatcare employed a licensed physical therapist
8 ("PT") ("Co-conspirator 2").

9 5. Between on or about May 1, 2008, and on or about April
10 30, 2011, Medicare paid Greatcare approximately \$5,416,132 for
11 claims Greatcare submitted relating to home health services.

12 The Medicare Program

13 6. Medicare was a federal health care benefit program,
14 affecting commerce, that provided benefits to individuals who
15 were over the age of 65 or disabled. Medicare was administered
16 by the Centers for Medicare and Medicaid Services, a federal
17 agency under the United States Department of Health and Human
18 Services.

19 7. Individuals who qualified for Medicare benefits were
20 referred to as "beneficiaries" and were issued Medicare
21 identification cards with unique Health Insurance Claim Numbers.

22 8. Persons and entities that provided medical services
23 that were reimbursed by Medicare were called Medicare
24 "providers."

25 9. Medicare reimbursed providers for certain types of
26 medically necessary treatment, including home health services
27 provided by qualified home health agencies.

28 10. Medicare coverage for home health services was limited

1 to situations in which specified qualifying conditions were met.
2 These conditions included the following:

3 a. The Medicare beneficiary was confined to the home
4 and did not have a willing care-giver to assist him or her;

5 b. The beneficiary needed skilled nursing services
6 or physical or occupational therapy services;

7 c. The beneficiary was under the care of a qualified
8 physician who ordered the services.

9 d. The services were performed pursuant to a written
10 Plan of Care for the beneficiary, signed by the physician and a
11 registered nurse ("RN") (or by a PT if only physical therapy
12 services were provided) from the home health agency;

13 e. A new Plan of Care was established for each
14 sixty-day episode of services provided.

15 f. Skilled nursing services and physical therapy
16 were provided by an RN or PT, respectively, or by a licensed
17 individual under the supervision of an RN or PT in accordance
18 with the Plan of Care; and

19 g. The skilled nursing services or physical or
20 occupational therapy were medically necessary.

21 11. Medicare required a home health agency to maintain a
22 clinical record of services provided to each beneficiary,
23 including signed and dated clinical and progress notes recording
24 each home visit.

25 12. Medicare paid home health agencies based on a payment
26 system under which Medicare paid home health agencies for each
27 sixty-day episode of services. The amount of the payment was
28 based primarily on the severity of the beneficiary's health

1 condition and care needs.

2 B. THE OBJECT OF THE CONSPIRACY

3 13. Beginning in or about August 2009, and continuing to
4 on or about December 2010, in Los Angeles County, within the
5 Central District of California and elsewhere, defendant LEE,
6 together with Mun, co-conspirator 2, and others known and
7 unknown to the Grand Jury, knowingly combined, conspired, and
8 agreed to commit health care fraud, in violation of Title 18,
9 United States Code, Section 1347.

10 C. THE MANNER AND MEANS OF THE CONSPIRACY

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

13 a. Defendant LEE would visit Medicare beneficiaries
14 for Greatcare and perform services for those beneficiaries,
15 including massages. Defendant LEE was not licensed to perform
16 these services, as defendant LEE then well knew.

17 b. Defendant LEE would write therapy notes for these
18 visits showing that (i) the beneficiaries had received physical
19 therapy when in fact she had only provided massages; and (ii)
20 co-conspirator 2, a licensed PT, had visited the beneficiaries
21 when in fact defendant LEE had done so.

22 c. As defendant LEE well knew, co-conspirator 2
23 would then sign these therapy notes, even though co-conspirator
24 2 had not in fact made the visits or performed the services
25 shown in the notes and did not know the physical conditions of
26 many of the beneficiaries.

27 d. Based in part on defendant LEE's fraudulent
28 conduct, Greatcare would submit false and fraudulent claims to

1 Medicare for home health services purportedly provided to
2 Medicare beneficiaries. These claims were false and fraudulent,
3 in that the beneficiaries (i) were not confined to their homes
4 or otherwise did not qualify for or need home health services,
5 (ii) received services from unlicensed individuals, and/or (iii)
6 did not receive the services for which Medicare was billed.

7 e. Medicare paid Greatcare approximately \$5,416,132
8 for these false and fraudulent claims for home health services
9 between May 1, 2008, and April 30, 2011.

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COUNT TWO

[18 U.S.C. §§ 1518(a), 2]

15. The Grand Jury hereby repeats and realleges paragraphs 1 through 12 and 14 of this Indictment, as though fully set forth herein.

16. On or about March 29, 2011, in Los Angeles County, within the Central District of California, and elsewhere, defendant LEE aided and abetted Mun and others known and unknown to the Grand Jury in willfully preventing, obstructing, misleading, and delaying, and attempting to prevent, obstruct, mislead, and delay, the communication of information relating to a violation of a Federal health care offense, namely, conspiracy to commit health care fraud, in violation of Title 18, United States Code, Section 1349, to a criminal investigator. Specifically, on or about March 29, 2011, defendant LEE willfully caused to be submitted to criminal investigators false and fraudulent patient charts, which were for Medicare

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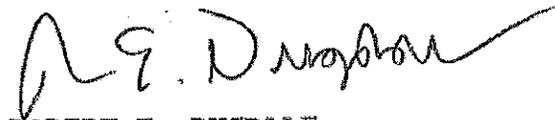
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1 beneficiaries referred to Greatcare for home health services,
2 and which had been prepared by defendant LEE and others known
3 and unknown to this Grand Jury.

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7 A TRUE BILL

8 151
9 Foreperson

10 ANDRÉ BIROTTE JR.
11 United States Attorney

12 

13 ROBERT E. DUGDALE
14 Assistant United States Attorney
15 Chief, Criminal Division

16 BEONG-SOO KIM
17 Assistant United States Attorney
18 Chief, Major Frauds Section

19 CONSUELO S. WOODHEAD
20 Assistant United States Attorney
21 Deputy Chief, Major Frauds Section

22 KRISTEN A. WILLIAMS
23 Assistant United States Attorney
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1 ANDRÉ BIROTTE JR.
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3 Chief, Criminal Division
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11 Attorneys for Plaintiff
UNITED STATES OF AMERICA

13 UNITED STATES DISTRICT COURT

14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,

16 Plaintiff,

17 v.

18 YEONG JA LEE,
aka "Sophia Lee",

19 Defendant.
20
21

No. CR 12-397-DDP

PLEA AGREEMENT FOR DEFENDANT
YEONG JA "SOPHIA" LEE

22 1. This constitutes the plea agreement between YEONG JA LEE,
23 also known as "Sophia Lee" ("defendant"), and the Fraud Section of
24 the Criminal Division of the United States Department of Justice and
25 the United States Attorney's Office for the Central District of
26 California (collectively "the USAO") in the above-captioned case.
27 This agreement is limited to the USAO and cannot bind any other
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1 federal, state, local, or foreign prosecuting, enforcement,
2 administrative, or regulatory authorities.

3 DEFENDANT'S OBLIGATIONS

4 2. Defendant agrees to:

5 a) At the earliest opportunity requested by the USAO and
6 provided by the Court, appear and plead guilty to count 1 of the
7 indictment in United States v. Yeong Ja "Sophia" Lee, CR No. 12-397-
8 DDP-1, which charges defendant with conspiracy to commit health care
9 fraud, in violation of 18 U.S.C. § 1349.

10 b) Not contest facts agreed to in this agreement.

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

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

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

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

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

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1 participated in or devised a scheme or plan to defraud a health care
2 benefit program, or a scheme or plan for obtaining money or property
3 owned by, or under the custody or control of, any health care
4 benefit program, by means of false or fraudulent pretenses,
5 representations, or promises; (2) the statements made or facts
6 omitted as part of the scheme were material; that is, they had a
7 natural tendency to influence, or were capable of influencing, a
8 person to part with money or property; (3) the defendant acted with
9 intent to defraud; that is, the intent to deceive or cheat; and (4)
10 the scheme involved the delivery of or payment for health care
11 benefits, items, or services.

12 PENALTIES AND RESTITUTION

13 5. Defendant understands that the statutory maximum sentence
14 that the Court can impose for a violation of Title 18, United States
15 Code, Section 1349, is: 10 years imprisonment; a 3-year period of
16 supervised release; a fine of \$250,000 or twice the gross gain or
17 gross loss resulting from the offense, whichever is greatest; and a
18 mandatory special assessment of \$100.

19 6. Defendant understands that defendant will be required to
20 pay full restitution to the victim of the offense to which defendant
21 is pleading guilty. Defendant agrees that, in return for the USAO's
22 compliance with its obligations under this agreement, the Court may
23 order restitution to persons other than the victim of the offense to
24 which defendant is pleading guilty and in amounts greater than those
25 alleged in the count to which defendant is pleading guilty. In
26 particular, defendant agrees that the Court may order restitution to
27 any victim of any of the following for any losses suffered by that
28 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.

1 § 1B1.3, in connection with the offense to which defendant is
2 pleading guilty; and (b) any count dismissed pursuant to this
3 agreement as well as all relevant conduct, as defined in U.S.S.G.
4 § 1B1.3, in connection with that count. The parties currently
5 believe that the applicable amount of restitution is approximately
6 \$190,873.20, but recognize and agree that this amount could change
7 based on facts that come to the attention of the parties prior to
8 sentencing.

9 7. Defendant understands that supervised release is a period
10 of time following imprisonment during which defendant will be
11 subject to various restrictions and requirements. Defendant
12 understands that if defendant violates one or more of the conditions
13 of any supervised release imposed, defendant may be returned to
14 prison for all or part of the term of supervised release authorized
15 by statute for the offense that resulted in the term of supervised
16 release, which could result in defendant serving a total term of
17 imprisonment greater than the statutory maximum stated above.

18 8. Defendant understands that, by pleading guilty, defendant
19 may be giving up valuable government benefits and valuable civic
20 rights, such as the right to vote, the right to possess a firearm,
21 the right to hold office, and the right to serve on a jury.
22 Defendant understands that once the court accepts defendant's guilty
23 plea, it will be a federal felony for defendant to possess a firearm
24 or ammunition. Defendant understands that the conviction in this
25 case may also subject defendant to various other collateral
26 consequences, including but not limited to mandatory exclusion from
27 providing services paid for under federal health care benefit
28 programs for a minimum of five years, revocation of probation,

1 parole, or supervised release in another case and suspension or
2 revocation of a professional license. Defendant understands that
3 unanticipated collateral consequences will not serve as grounds to
4 withdraw defendant's guilty plea.

5 9. Defendant understands that, if defendant is not a United
6 States citizen, the felony conviction in this case may subject
7 defendant to: removal, also known as deportation, which may, under
8 some circumstances, be mandatory; denial of citizenship; and denial
9 of admission to the United States in the future. The court cannot,
10 and defendant's attorney also may not be able to, advise defendant
11 fully regarding the immigration consequences of the felony
12 conviction in this case. Defendant understands that unexpected
13 immigration consequences will not serve as grounds to withdraw
14 defendant's guilty plea.

15 FACTUAL BASIS

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

25 Background

26 Medicare is a federal health care benefit program operated by
27 the United States Department of Health and Human Services that
28 provides reimbursement for medically necessary services to persons

1 age sixty-five years and older and to certain disabled persons,
2 including skilled nursing and physical therapy services provided by
3 qualified home health agencies.

4 From in or about August 2009 through in or about December 2010,
5 defendant was employed by Greatcare Home Health, Inc. ("Greatcare"),
6 a home health agency owned and operated by Hee Jung Mun ("Mun").
7 Greatcare purported to provide home health services, including
8 physical therapy, to Medicare beneficiaries. Greatcare employed,
9 among other individuals, Seon Kim ("Kim"), a licensed physical
10 therapist. During the time period defendant worked at Greatcare,
11 defendant was not licensed in California (or any other state in the
12 United States) to provide nursing or physical therapy services.

13 The Conspiracy to Defraud Medicare

14 Beginning in or about August 2009 and continuing through in or
15 about December 2010, in Los Angeles County, within the Central
16 District of California, defendant conspired and agreed with Mun,
17 Kim, and others to defraud Medicare by (a) billing Medicare for
18 services provided by unlicensed individuals, (b) billing Medicare
19 for physical therapy services that were not medically necessary, and
20 (c) creating fraudulent documentation to support false claims billed
21 to Medicare. Defendant joined the conspiracy knowing of and
22 intending to help accomplish those goals.

23 During the time period defendant worked at Greatcare, at Mun
24 and Kim's instruction, defendant visited Medicare beneficiaries
25 enrolled for home health services with Greatcare, even though
26 defendant did not have a license to provide nursing or physical
27 therapy services. Defendant knew that she was not properly licensed
28 to make such home health visits and that Greatcare was improperly

1 billing Medicare for physical therapy services allegedly provided to
2 the patients who were assigned to her.

3 Defendant also knew that many of the patients to whom she was
4 assigned did not medically need home health services. Defendant
5 created physical therapy notes for the visits she performed,
6 fraudulently representing that physical therapy had been performed
7 and that it had been performed by qualified personnel, when in fact
8 defendant often performed only uncovered services, such as massage,
9 for the patients. Because she was unlicensed, defendant did not
10 sign the therapy notes; as defendant knew, those nursing notes were
11 signed by Kim, who did have a valid license (but who did not in fact
12 visit the patients), in order to conceal the fact that defendant was
13 visiting the patients. Defendant knew and intended that Greatcare
14 would use the documentation she provided to support false and
15 fraudulent claims to Medicare for home health services that were not
16 medically necessary and/or not provided by licensed individuals.

17 Obstruction

18 In or about March 2011, Mun told defendant that Whan Sil Kim
19 ("Whan Sil") needed help making patient charts for Greatcare
20 patients for whom Whan Sil had ordered home health services between
21 2008 and 2011. Defendant assisted Mun, Whan Sil, and another
22 Greatcare employee in fabricating Whan Sil's patient files, knowing
23 that those files would be used in responding to a federal
24 investigation or audit to support Greatcare's claims for the
25 referred patients. In addition, defendant visited patients and
26 obtained their signatures for the manufactured files using
27 information Mun provided to defendant. Defendant knew at the time
28 that (a) Whan Sil's patient files were incomplete, (b) many patients

1 had no files at all, and (c) Whan Sil filled out the files primarily
2 using information about the Medicare beneficiaries and their
3 respective conditions that was provided to Whan Sil by Mun.

4 Loss to Medicare

5 The loss to Medicare for physical therapy visits purportedly
6 provided by licensed physical therapist Kim, but actually provided
7 by defendant between in or about August 2009 and in or about
8 December 2010, was approximately \$190,873.20.

9 SENTENCING FACTORS

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

22 12. Defendant and the USAO agree to the following applicable
23 Sentencing Guidelines factors:

24	Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(1)]
25	Loss Amount Between		
26	\$120,000 - \$200,000:	+10	[U.S.S.G. § 2B1.1(b)(1)(F)]
27	Obstruction:	+2	[U.S.S.G. § 3C1.1]

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1 Defendant and the USAO reserve the right to argue that additional
2 specific offense characteristics, adjustments, and departures under
3 the Sentencing Guidelines are appropriate.

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

6 14. Defendant and the USAO reserve the right to argue for a
7 sentence outside the sentencing range established by the Sentencing
8 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
9 (a)(2), (a)(3), (a)(6), and (a)(7).

10 WAIVER OF CONSTITUTIONAL RIGHTS

11 15. Defendant understands that by pleading guilty, defendant
12 gives up the following rights:

- 13 a) The right to persist in a plea of not guilty.
14 b) The right to a speedy and public trial by jury.
15 c) The right to be represented by counsel - and if
16 necessary have the court appoint counsel - at trial. Defendant
17 understands, however, that, defendant retains the right to be
18 represented by counsel - and if necessary have the court appoint
19 counsel - at every other stage of the proceeding.
20 d) The right to be presumed innocent and to have the
21 burden of proof placed on the government to prove defendant guilty
22 beyond a reasonable doubt.
23 e) The right to confront and cross-examine witnesses
24 against defendant.
25 f) The right to testify and to present evidence in
26 opposition to the charges, including the right to compel the
27 attendance of witnesses to testify.

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

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

7 WAIVER OF APPEAL OF CONVICTION

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

13 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

14 17. Defendant agrees that, provided the Court imposes a total
15 term of imprisonment within or below the range corresponding to an
16 offense level of 15 and the criminal history category calculated by
17 the Court, defendant gives up the right to appeal all of the
18 following: (a) the procedures and calculations used to determine and
19 impose any portion of the sentence; (b) the term of imprisonment
20 imposed by the Court; (c) the fine imposed by the court, provided it
21 is within the statutory maximum; (d) the amount and terms of any
22 restitution order, provided it requires payment of no more than
23 \$190,873.20; (e) the term of probation or supervised release imposed
24 by the Court, provided it is within the statutory maximum; and
25 (f) any of the following conditions of probation or supervised
26 release imposed by the Court: the conditions set forth in General
27 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing
28 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the

1 alcohol and drug use conditions authorized by 18 U.S.C.
2 § 3563(b)(7).

3 18. The USAO agrees that, provided (a) all portions of the
4 sentence are at or below the statutory maximum specified above and
5 (b) the Court imposes a term of imprisonment within or above the
6 range corresponding to an offense level of 15 and the criminal
7 history category calculated by the Court, the USAO gives up its
8 right to appeal any portion of the sentence, with the exception that
9 the USAO reserves the right to appeal the amount of restitution
10 ordered if that amount is less than \$190,873.20.

11 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

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EFFECTIVE DATE OF AGREEMENT

20. 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

21. 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.

22. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge or any civil, administrative, or regulatory action 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.

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

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

17 COURT AND PROBATION OFFICE NOT PARTIES

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

22 24. Defendant understands that both defendant and the USAO are
23 free to: (a) supplement the facts by supplying relevant information
24 to the United States Probation Office and the Court, (b) correct any
25 and all factual misstatements relating to the Court's Sentencing
26 Guidelines calculations and determination of sentence, and (c) argue
27 on appeal and collateral review that the Court's Sentencing
28 Guidelines calculations and the sentence it chooses to impose are

1 not error, although each party agrees to maintain its view that the
2 calculations in paragraph 12 are consistent with the facts of this
3 case. While this paragraph permits both the USAO and defendant to
4 submit full and complete factual information to the United States
5 Probation Office and the Court, even if that factual information may
6 be viewed as inconsistent with the facts agreed to in this
7 agreement, this paragraph does not affect defendant's and the USAO's
8 obligations not to contest the facts agreed to in this agreement.

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

19 NO ADDITIONAL AGREEMENTS

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

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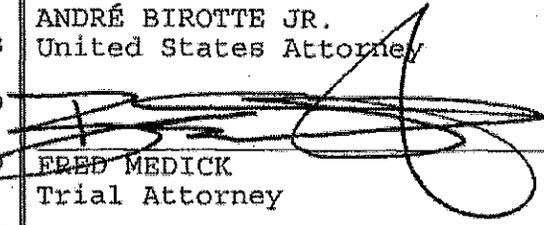
1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

5 AGREED AND ACCEPTED

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

8 ANDRÉ BIROTTE JR.
9 United States Attorney

10 
11 FRED MEDICK
12 Trial Attorney

3-11-2014
Date

12 YEONG JA LEE
13 Defendant

Date

14 JAMES TEDFORD
15 Attorney for Defendant
16 YEONG JA LEE

Date

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. 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

ANDRÉ BIROTTE JR.
United States Attorney

FRED MEDICK
Trial Attorney

Date

3-10-14

YEONG JA LEE
Defendant

Date

3-10-14

JAMES TEDFORD
Attorney for Defendant
YEONG JA LEE

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CERTIFICATION OF DEFENDANT

This agreement has been read to me in ^{KOREAN} Mandarin, the language I understand best. 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.



YEONG JA LEE
Defendant

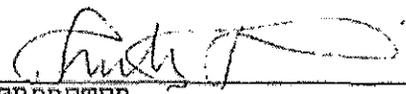
3-10-14

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CERTIFICATION OF INTERPRETER

I, Letizia Chiu-Park am fluent in the written and spoken English and ~~Mandarin~~ ^{Korean} languages. I accurately translated this entire agreement from English into Mandarin to defendant YEONG JA LEE on this date.

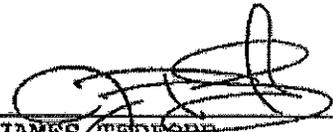

INTERPRETER

03/10/2014
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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am YEONG JA LEE's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her 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.



JAMES TEDFORD
Attorney for Defendant
YEONG JA LEE

3-10-14

Date

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CRIMINAL MINUTES -- CHANGE OF PLEA

Case No. CR 12-00397 DDP

Date: March 17, 2014

=====

PRESENT: HONORABLE DEAN D. PREGERSON, JUDGE

John A. Chambers
Courtroom Deputy

Maria Bustillos
Court Reporter

Blanca Quintero
Asst. U.S. Attorney

Kathy Sim
Korean Intrepreter

=====

U.S.A. vs (Dfts listed below)

Attorneys for Defendants

1) YEONG JA LEE
present on bond

1) James R. Tedford II
present appointed

PROCEEDINGS: **CHANGE OF PLEA**

Court and counsel confer re the change of plea. Defendant moves to change plea to the Indictment. Defendant now enters a new and different plea of Guilty to Count One of the Indictment. The Court questions the defendant regarding the plea of Guilty and finds a factual and legal basis for the plea; waivers of constitutional rights are freely, voluntarily and intelligently made; plea is provident; plea is accepted and entered.

The Court refers the defendant to the Probation Office for the preparation of a presentence report and continues the matter to Thursday, July 24, 2014 at 2:30 p.m., for sentencing. The Court vacates the court and/or jury trial date.

Counsel are notified that Federal Rule of Criminal Procedure 32(b)(6)(B) requires the parties to notify the Probation Officer, and each other, of any objections to the Presentence Report within fourteen (14) days of receipt. Alternatively, the Court will permit counsel to file such objections no later than twenty-one (21) days before Sentencing. The Court construes "objections" to include departure arguments. Requests for continuances shall be filed no later than twenty-one (21) days before Sentencing. Strict compliance with the above is mandatory because untimely filings impede the abilities of the Probation Office and of the Court to prepare for Sentencing. Failure to meet these deadlines is grounds for sanctions.

cc: P. O. & P. S. A. L. A.

United States District Court
Central District of California

UNITED STATES OF AMERICA vs.

Docket No.

CR 12-00397 DDP

Defendant YEONG JA LEE

Social Security No.

akas: Lee, Sophia; Cindy.

(Last 4 digits)

JUDGMENT AND PROBATION/COMMITMENT ORDER

In the presence of the attorney for the government, the defendant appeared in person

MONTH	DAY	YEAR
July	24	2014

COUNSEL

James R. Tedford II, Panel.

(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. § 1349, 18 U.S.C. § 1347: Conspiracy to Commit Health Care Fraud as charged in Count One of the Indictment.

**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:

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Yeong Ja Lee, is hereby committed on Count One of the Indictment to the custody of the Bureau of Prisons for a term of 15 months.

Upon release from imprisonment, the defendant shall be placed on supervised release for a term of three years 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. The defendant shall not commit any violation of local, state, or federal law or ordinance.
3. 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.

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4. The defendant shall comply with the immigration rules and regulations of the United States, and if deported from this country, either voluntarily or involuntarily, not reenter the United States illegally. The defendant is not required to report to the Probation Office while residing outside of the United States; however, within 72 hours of release from any custody or any reentry to the United States during the period of Court-ordered supervision, the defendant shall report for instructions to the United States Probation Office located at United States Court House, 312 North Spring Street, Room 600, Los Angeles, California 90012.
5. The defendant shall not obtain or possess any driver's license, Social Security number, birth certificate, passport, or any other form of identification in any name, other than the defendant's true legal name; nor shall the defendant use, for any purpose or in any manner, any name other than her true legal name or names without the prior approval of the Probation Officer.
6. The defendant shall not be employed in any position that requires licensing or certification by any local, state, or federal agency without the prior written approval of the Probation Officer.
7. The defendant shall cooperate in the collection of a DNA sample from the defendant.
8. The defendant shall apply monies received from income tax refunds, lottery winnings, inheritance, judgments, and any anticipated or unexpected financial gains to the outstanding Court-ordered financial obligation.

The drug testing condition mandated by statute is suspended based on the Court's determination that the defendant poses a low risk of future substance abuse.

RESTITUTION: It is ordered that the defendant shall pay restitution pursuant to 18 U.S.C. § 3663 (A). Defendant shall pay restitution in the total amount of \$190,873.20 to victims as set forth in a separate victim list prepared by the probation office which this Court adopts and which reflects the Court's determination of the amount of restitution due to each victim. The victim list, which shall be forwarded to the fiscal section of the clerk's office, shall remain confidential to protect the privacy interests of the victims.

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 the following co-participants to the extent and for the amount that each is determined liable for the same victim losses:

Ji Hae Kim, Docket No. CR 11-01082-DDP;
Hee Jung Mun, Docket No. CR 11-01169-DDP;
Seongweon Kim, Docket No. CR 12-00009-DDP;
Jung Sook Lee, Docket No. CR 12-00015-DDP;
Hwa Ja Kim, Docket No. CR 12-00059-DDP;
Whan Sil Kim, Docket No. CR 12-00572-DDP;
Sang Whan Ahn, Docket No. CR 12-00588-DDP.

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The victim's recovery is limited to the amount of the 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.

FINE: All fines are waived as it is found that the defendant does not have the ability to pay a fine in addition to restitution.

SPECIAL ASSESSMENT: It is ordered that the defendant shall pay to the United States a special assessment of \$100, 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.

SENTENCING FACTORS: The sentence is based upon the factors set forth in 18 U.S.C. § 3553, including the applicable sentencing range set forth in the guidelines.

IT IS ORDERED that the defendant shall self-surrender to the institution designated by the BOP on or before 12 noon, on September 23, 2014 and, on the absence of such designation, the defendant shall report on or before the same date and time, to the United States Marshal at 255 East Temple Street, Los Angeles, California, 90012.

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.

July 24, 2014

Date


United States 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

July 24, 2014

Filed Date

By John A. Chambers
Deputy Clerk

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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:

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.

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:
 - Private victims (individual and corporate),
 - Providers of compensation to private 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.

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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

USA vs. YEONG JA LEE

Docket No.: CR 12-00397 DDP

Filed Date

Deputy Clerk

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