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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

October 2014 Grand Jury

UNITED STATES OF AMERICA, Plaintiff, v. LORI RENEE MILLER, NGUYET GALAZ, ANGELA FRANCES MICKLO, MARIBEL NAVARRO, CARRENDA JEFFREY, LALONNIE EGANS, TINA LYNN ST. JULIAN, and SHYRIE WOMACK, Defendants.	CR No. 15 CR15-0474 I N D I C T M E N T [18 U.S.C. § 1347: Health Care Fraud; 18 U.S.C. § 1028A(a)(1): Aggravated Identity Theft; 18 U.S.C. § 2(b): Causing an Act to be Done]

The Grand Jury charges:

COUNTS ONE THROUGH THIRTY-TWO

[18 U.S.C. §§ 1347, 2(b)]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Indictment:

ARS and the Defendants

1. Atlantic Recovery Services, later called Atlantic Health Services ("ARS"), was a private provider of alcohol and drug abuse

GSC

treatment services, with its business office in Long Beach, California, within the Central District of California. ARS was certified to provide services under the Drug Medi-Cal program, described below. ARS operated alcohol and drug treatment programs at various high schools and middle schools in Los Angeles County, California, within the Central District of California, until in or about mid-April 2013.

2. Defendant LORI RENEE MILLER ("defendant MILLER") was hired as a substance abuse recovery counselor by ARS in or about April 2000. In or about April 2001, defendant MILLER became a manager for ARS, and in or about April 2003, defendant MILLER became the Program Manager for ARS. As the Program Manager, defendant MILLER supervised ARS substance abuse recovery managers and counselors. Defendant MILLER reported to the President and Chief Executive Officer of ARS.

3. Defendant NGUYET GALAZ ("defendant GALAZ") was hired as a substance abuse recovery counselor by ARS in or about 2001. She became the Coordinator of Youth Services in or about March or April 2003 and the Director of Youth Services in or about late 2004. In or about July 2010, defendant GALAZ was promoted to a different director position at ARS, a position in which she remained until in or about October 2012. As a director, defendant GALAZ supervised certain ARS managers, including defendant CARRENDA JEFFREY, Elizabeth Black, Erin Hoover, and, for a short period of time, defendant LALONNIE EGANS. The managers defendant GALAZ supervised in turn supervised counselors at approximately eleven ARS sites in Los Angeles County, namely, ARS South, Lakewood High School, Soledad Enrichment Action ("SEA") Compton, SEA Crenshaw, SEA Firestone, SEA Girls Academy, SEA Long Beach, SEA Manchester, SEA North Long Beach, SEA South Gate, and

Wilson High School. Defendant GALAZ was supervised by defendant MILLER.

4. Defendant ANGELA FRANCES MICKLO ("defendant MICKLO") was hired as a substance abuse recovery counselor by ARS in or about January 2001. In or about May 2003, defendant MICKLO became a manager for ARS. As a manager, defendant MICKLO supervised ARS substance abuse recovery counselors at approximately nine sites in Los Angeles County, namely, the Antelope Valley Administrative Office, Antelope Valley Community Day School ("CDS"), Division Street CDS, West Side, Technology Drive CDS, Eastside CDS, SEA Manchester, SEA Pacoima, and SEA North Hills. Defendant MICKLO was supervised by defendant MILLER.

5. Defendant MARIBEL NAVARRO ("defendant NAVARRO") was hired as a substance abuse recovery counselor by ARS in or about March 2001. In or about September 2004, defendant NAVARRO became a Youth Services Coordinator for ARS, and in or about February 2011, defendant NAVARRO became a manager for ARS. As a Youth Services Coordinator and a manager, defendant NAVARRO supervised ARS substance abuse recovery counselors at approximately ten sites in Los Angeles County, namely, Montebello High School MS-3, Bell Gardens High School MAC-7, Boys and Girls Club MS-10, Odyssey (LA1), Taylor CDS MS-2, Montebello Intermediate MS-8, Montebello High School MS-9, Harding MS-12/13, Vail High School MS-14, and Bell Gardens Intermediate. Defendant NAVARRO was supervised by defendant MILLER.

6. Defendant CARRENDA JEFFREY ("defendant JEFFREY") was hired as a substance abuse recovery counselor by ARS in or about September 2002. In or about April 2005, defendant JEFFREY became a manager for ARS. As a manager, defendant JEFFREY supervised ARS substance abuse

recovery counselors at approximately three sites in Los Angeles County, namely, SEA Crenshaw, SEA Girls Academy, and SEA Compton. Defendant JEFFREY was supervised by defendants MILLER and GALAZ.

7. Defendant LALONNIE EGANS ("defendant EGANS") was hired as a substance abuse recovery counselor by ARS in or about May 2002. In or about April 2008, defendant EGANS became a manager for ARS. As a manager, defendant EGANS supervised ARS substance abuse recovery counselors at approximately three sites in Los Angeles County, namely, SEA Manchester, SEA Norwalk, and SEA Firestone. Defendant EGANS also worked as a counselor at SEA Manchester for approximately seven months during this time. Defendant EGANS was supervised by defendants MILLER and GALAZ.

8. Defendant TINA LYNN ST. JULIAN ("defendant ST. JULIAN") was hired as a substance abuse recovery counselor by ARS in or about August 2006. As a substance abuse recovery counselor, defendant ST. JULIAN worked at approximately two ARS sites in Los Angeles County, namely, SEA Manchester and SEA Firestone. Defendant ST. JULIAN was supervised by Elizabeth Black and defendants MICKLO and EGANS. Defendant ST. JULIAN stopped working for ARS in or about October 2011.

9. Defendant SHYRIE WOMACK ("defendant WOMACK") was hired as a substance abuse recovery counselor by ARS in or about July 2006. As a substance abuse recovery counselor, defendant WOMACK worked at approximately three ARS sites in Los Angeles County, namely, SEA Long Beach, SEA Market, and SEA Compton. Defendant WOMACK was supervised by Elizabeth Black and defendant JEFFREY. Defendant WOMACK is the daughter of defendant EGANS.

The Drug Medi-Cal Program

10. The Medi-Cal program ("Medi-Cal") was a health care benefit program, affecting commerce, that provided reimbursement for medically necessary health care services to indigent persons in California. Funding for Medi-Cal was shared between the federal government and the State of California. Medi-Cal was administered by the California Department of Health Care Services ("DHCS").

11. The Drug Medi-Cal program ("Drug Medi-Cal") was a program within Medi-Cal that paid for medically necessary alcohol and drug treatment to California's Medi-Cal eligible population. DHCS administered Drug Medi-Cal by providing funds to the California Department of Alcohol and Drug Programs ("ADP"), which in turn utilized county alcohol and drug programs ("County ADPs"), including the Los Angeles County Department of Public Health, Substance Abuse Prevention and Control, to provide eligible drug treatment services. The County ADPs entered into contracts with private service providers such as ARS to provide treatment, recovery, and prevention services for eligible patients.

12. Drug Medi-Cal covered outpatient substance abuse treatment services only when such services were medically necessary, prescribed by a physician, and provided in accordance with utilization controls and regulatory requirements set forth in Title 22 of the California Code of Regulations ("CCR"). Among other things, the CCR required that the provider: (a) develop and use criteria and procedures for the admission of beneficiaries to treatment; (b) complete a personal, medical, and substance abuse history for each beneficiary upon admission to treatment; and (c) complete an assessment of the

physical condition of the beneficiary within thirty (30) calendar days of the admission to treatment.

13. Drug Medi-Cal providers were also required to have a treatment plan for each beneficiary that was (a) completed and signed by the primary counselor assigned to the beneficiary within 30 days of the beneficiary's admission to treatment, and (b) reviewed, approved, and signed by a physician within 15 days of the counselor's signature. Counselors were required to review and sign updated treatment plans at least every 90 days thereafter, and those updated treatment plans had to be signed by a physician or psychologist within 15 days of signature by the counselor.

14. In signing an initial treatment plan, the physician confirmed that the beneficiary had an alcohol abuse or substance abuse diagnosis.

15. To qualify for Drug Medi-Cal reimbursement, outpatient group counseling had to be conducted in groups with no fewer than four and no more than ten patients (only one of whom had to be a Medi-Cal beneficiary). "Group counseling" meant face-to-face contacts in which one or more therapists or counselors treated two or more patients at the same time, focusing on the needs of the individuals served. To constitute one unit of group counseling, the counseling session had to last at least 90 minutes.

16. "Individual counseling" meant face-to-face counseling with a therapist or counselor and included intake, crisis intervention, collateral services (face-to-face counseling sessions with a significant person in the beneficiary's life), and treatment and discharge planning. To constitute one unit of individual counseling, the counseling session had to last at least 50 minutes.

17. "Crisis intervention" meant a face-to-face contact between a therapist or counselor and a beneficiary in crisis with a focus on alleviating crisis problems. "Crisis" meant an actual relapse or an unforeseen event or circumstance that presented an imminent threat of relapse to the beneficiary. Crisis intervention services were limited to stabilization of the beneficiary's emergency situation.

18. The "day care habilitative services" program ("DCH") involved outpatient counseling and rehabilitation services provided at least three hours per day, three days per week, to patients with a substance abuse diagnosis, who, in general, were pregnant or had recently given birth.

19. To receive payment for substance abuse treatment services provided, Drug Medi-Cal providers submitted to the appropriate County ADP claims that reported, among other things, the dates, units, and types of services (e.g., group or individual counseling) provided to each Medi-Cal beneficiary. ARS submitted to the County ADPs its claims for payments from Drug Medi-Cal at the beginning of the next month after the month in which the services for which payment was claimed were purportedly provided.

20. To support its claims for payment, each Drug Medi-Cal provider was required to establish and maintain for at least three years an individual patient record for each beneficiary containing the following documentation: evidence that the beneficiary met the admission criteria for Drug Medi-Cal services; treatment plans; progress notes; evidence that the beneficiary received counseling; justification for continuing services; the discharge summary; evidence of compliance with requirements for the specific treatment

service; and records substantiating the services for which claims for payment were submitted.

21. Defendant MILLER was responsible for ensuring that ARS managers and counselors conducted the ARS substance abuse treatment program in accordance with Medi-Cal and Drug Medi-Cal requirements and that ARS submitted to the County ADPs true and accurate claims for reimbursement from Drug Medi-Cal.

22. ARS managers, including defendants GALAZ, MICKLO, NAVARRO, JEFFREY, and EGANS, were responsible for supervising ARS counselors that were assigned to them, making themselves aware of the substance abuse counseling work that the counselors conducted, and ensuring that the counselors conducted their substance abuse counseling work for ARS in accordance with Medi-Cal and Drug Medi-Cal requirements. ARS managers, therefore, were responsible for ensuring that ARS counselors: enrolled in the ARS substance abuse counseling program only those students that had an alcohol or substance abuse disorder or addiction; conducted the group, individual, and DCH counseling sessions for the appropriate amounts of time, with the appropriate number of students, with the appropriate subject matter, and in the appropriate confidential setting; and prepared true and accurate paperwork to support the provision of counseling services.

B. THE SCHEME TO DEFRAUD

23. Beginning in or about April 2003, and continuing through approximately mid-April 2013, in Los Angeles County, within the Central District of California, and elsewhere, defendant MILLER, together with defendant GALAZ from in or about July 2010 to in or about October 2012, defendant MICKLO from in or about May 2003 to in or about mid-April 2013, defendant NAVARRO from in or about September

2004 to in or about mid-April 2013, defendant JEFFREY from in or about April 2005 to in or about mid-April 2013, defendant EGANS from in or about April 2008 to in or about mid-April 2013, defendant ST. JULIAN from in or about August 2006 to in or about October 2011, defendant WOMACK from in or about July 2006 to in or about mid-April 2013, and others known and unknown to the Grand Jury, knowingly, willfully, and with intent to defraud, executed and attempted to execute a scheme: (a) to defraud a health care benefit program, namely Medi-Cal, as to material matters in connection with the delivery of and payment for health care benefits, items, and services; and (b) to obtain money owned by and under the custody and control of Medi-Cal by means of material false and fraudulent pretenses and representations and the concealment of material facts in connection with the delivery of and payment for health care benefits, items, and services.

C. THE MANNER AND MEANS OF THE SCHEME

24. The fraudulent scheme operated, in substance, in the manner set forth in paragraph 25 below.

25. Knowing that these practices contravened Drug Medi-Cal requirements and would result in ARS submitting to the County ADPs false claims for Drug Medi-Cal reimbursement and the creation and maintenance of false paperwork to support these false claims:

a. ARS counselors, including defendants ST. JULIAN and WOMACK:

i. enrolled students in the ARS substance abuse treatment program even if they had used drugs or alcohol only occasionally or even just once;

ii. collected student signatures on sign-in sheets for group counseling sessions that the students did not in fact attend or that were not in fact conducted;

iii. recorded times on sign-in sheets, progress notes, and update logs to make it appear that the students were attending group counseling sessions at different times, even if the students were attending the same group counseling session;

iv. forged students' and others' signatures on sign-in sheets and other documents related to ARS's substance abuse treatment program;

v. prepared progress notes and update logs that falsely showed that the students in the counselors' caseloads had attended 90-minute group counseling sessions up to five days each week, even though the students had not attended counseling sessions that many days, the sessions they did attend were not 90 minutes long, the sessions included more than ten students, and the sessions otherwise did not meet the requirements for Drug Medi-Cal reimbursement;

vi. prepared progress notes and update logs that falsely showed that the students in the counselors' caseloads had attended 50-minute individual counseling sessions that the students had not attended or that otherwise did not meet the requirements for Medi-Cal reimbursement;

vii. used the same or similar fabricated text in their progress notes for different students such that it appeared that different students had made the same or similar statements during counseling sessions on different days or at different times;

viii. billed for two crisis intervention individual counseling sessions per month for each student, even though the students had not faced any actual relapses or any unforeseen events or circumstances that presented an imminent threat of relapse; and

ix. submitted false update logs to ARS for Drug Medi-Cal billing purposes and maintained false progress notes in the students' files as documentation supporting those false update logs.

b. Defendant MILLER and ARS managers, including defendants GALAZ, MICKLO, NAVARRO, JEFFREY, and EGANS, instructed managers and counselors they supervised to engage in the practices described in subparagraph (a) above and at times engaged in these practices themselves.

c. Defendant MILLER, ARS managers, including defendants GALAZ, MICKLO, NAVARRO, JEFFREY, and EGANS, and ARS counselors, including defendants ST. JULIAN and WOMACK, submitted and caused to be submitted treatment plans for students that falsely indicated that the students needed substance abuse counseling, even though the students' records indicated that the students had only once or occasionally used alcohol or drugs or had not used alcohol or drugs recently. The treatment plans indicated a diagnosis of alcohol or substance abuse disorder or addiction, and by signing those treatment plans, Dr. Leland Whitson, the primary ARS Medical/Clinical Director, confirmed that the students had that diagnosis and needed substance abuse treatment. Defendant MILLER instructed Dr. Leland Whitson not to date student treatment plans and instructed ARS managers to insert false dates on the treatment plans in order to ensure that the treatment plans were dated in accordance with Drug Medi-Cal

regulations. ARS managers followed defendant MILLER's instructions regarding dating the treatment plans.

d. Defendant MILLER instructed ARS managers and counselors to "be creative" in their billing and "to make it happen."

e. Defendant MILLER warned ARS managers and counselors that they would lose their jobs or have their work hours reduced if they did not bill enough.

f. Defendants MILLER and GALAZ instructed ARS managers and counselors to falsely bill for services provided at unlicensed sites to make it appear as if the services had been provided at licensed sites.

g. ARS managers, including defendants GALAZ, MICKLO, NAVARRO, JEFFREY, and EGANS, passed along to ARS counselors, including defendants ST. JULIAN and WOMACK, defendant MILLER's instructions regarding billing, and both the managers and counselors followed defendant MILLER's instructions regarding billing.

h. Defendant MILLER and ARS managers, including defendants GALAZ, MICKLO, NAVARRO, JEFFREY, and EGANS, permitted, and at times instructed, certain of the counselors they supervised to use their billing codes on progress notes and update logs to falsely show that defendants MILLER, GALAZ, MICKLO, NAVARRO, JEFFREY, or EGANS had substituted for absent counselors and conducted 90-minute group counseling sessions that they did not in fact conduct.

i. Defendant MILLER, ARS managers, including defendants GALAZ, MICKLO, NAVARRO, JEFFREY, and EGANS, and ARS counselors, including defendants ST. JULIAN and WOMACK, created and caused to be created falsified update logs that were used by ARS to generate and submit to the County ADPs false and fraudulent claims for substance

abuse treatment services that, as defendant MILLER, ARS managers, including defendants GALAZ, MICKLO, NAVARRO, JEFFREY, and EGANS, and ARS counselors, including defendants ST. JULIAN and WOMACK, well knew, were based on falsified enrollment criteria, were supported by false documentation, and did not qualify for Drug Medi-Cal reimbursement.

j. Defendant MILLER instructed ARS managers and counselors to "fix" their patient files in advance of audits of ARS, knowing that the ARS managers and counselors would, among other things, forge missing student signatures in those files.

26. As a direct and intended result of the fraudulent scheme, ARS submitted to the County ADPs false and fraudulent Drug Medi-Cal claims totaling approximately $50,822,318 for counseling services, and Drug Medi-Cal paid approximately $46,970,519 on those claims.

D. EXECUTION OF THE SCHEME TO DEFRAUD

27. On or about the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, the following defendants, together with others known and unknown to the Grand Jury, for the purpose of executing and attempting to execute the fraudulent scheme described above, knowingly and willfully submitted and caused to be submitted to the County ADPs the following claims for Drug Medi-Cal payments, which claims were false and fraudulent in that the students identified in the claims as having received the counseling for which the claims sought payment did not in fact receive it, either because the purported counseling session was not in fact conducted, the student represented as being present was not in fact there, or the manager or counselor represented as being present was not in fact there:

COUNT	DEFENDANT(S)	DATE SUBMITTED	STUDENT AND SCHOOL	CLAIM NUMBER, DATE AND TYPE OF SERVICE, AND AMOUNT BILLED
ONE	MILLER	In or about September 2010	SEA Norwalk student D.A.	A696722314: Group counseling session purportedly conducted by Erin Hoover on August 13, 2010 Billed: $28.69
TWO	MILLER, ST. JULIAN	In or about September 2010	SEA Firestone student E.H.	A702930716: Group counseling session purportedly conducted by defendant ST. JULIAN on August 26, 2010 Billed: $28.69
THREE	MILLER, ST. JULIAN	In or about September 2010	SEA Firestone student E.H.	A702930720: Group counseling session purportedly conducted by defendant ST. JULIAN on August 31, 2010 Billed: $28.69
FOUR	MILLER	In or about October 2010	SEA Norwalk student D.A.	A696722648: Group counseling session purportedly conducted by Erin Hoover on September 3, 2010 Billed: $28.69
FIVE	MILLER, ST. JULIAN	In or about October 2010	SEA Firestone student R.M.	A702930778: Group counseling session purportedly conducted by defendant ST. JULIAN on September 22, 2010 Billed: $28.69

COUNT	DEFENDANT(S)	DATE SUBMITTED	STUDENT AND SCHOOL	CLAIM NUMBER, DATE AND TYPE OF SERVICE, AND AMOUNT BILLED
SIX	MILLER, ST. JULIAN	In or about October 2010	SEA Firestone student E.C.	A702920970: Group counseling session purportedly conducted by defendant ST. JULIAN on September 22, 2010 Billed: $28.69
SEVEN	MILLER, NAVARRO	In or about October 2010	Harding student B.A.	A740300576: Individual counseling session purportedly conducted by defendant NAVARRO on September 23, 2010 Billed: $67.53
EIGHT	MILLER, NAVARRO	In or about October 2010	Harding student J.L.	A740310944: Individual counseling session purportedly conducted by defendant NAVARRO on September 23, 2010 Billed: $67.53
NINE	MILLER, GALAZ	In or about October 2010	SEA Firestone student A.A.	A702920816: Group counseling session purportedly conducted by defendant GALAZ on September 27, 2010 Billed: $28.69

COUNT	DEFENDANT(S)	DATE SUBMITTED	STUDENT AND SCHOOL	CLAIM NUMBER, DATE AND TYPE OF SERVICE, AND AMOUNT BILLED
TEN	MILLER, GALAZ	In or about October 2010	SEA Firestone student C.M.	A702921142: Group counseling session purportedly conducted by defendant GALAZ on September 27, 2010 Billed: $28.69
ELEVEN	MILLER, GALAZ	In or about February 2011	SEA Manchester student K.R.	A701252165: Group counseling session purportedly conducted by defendant GALAZ on January 14, 2011 Billed: $28.69
TWELVE	MILLER, GALAZ	In or about February 2011	SEA Manchester student T.R.	A701252144: Group counseling session purportedly conducted by defendant GALAZ on January 14, 2011 Billed: $28.69
THIRTEEN	MILLER, MICKLO	In or about February 2011	West Side student B.J.	A741302331: Group counseling session purportedly conducted by defendant MICKLO on January 26, 2011 Billed: $28.69
FOURTEEN	MILLER, EGANS	In or about March 2011	SEA Firestone student O.A.	A702923981: Group counseling session purportedly conducted by defendant EGANS on February 14, 2011 Billed: $28.69

COUNT	DEFENDANT(S)	DATE SUBMITTED	STUDENT AND SCHOOL	CLAIM NUMBER, DATE AND TYPE OF SERVICE, AND AMOUNT BILLED
FIFTEEN	MILLER, EGANS	In or about March 2011	SEA Firestone student M.M.	A702924246: Group counseling session purportedly conducted by defendant EGANS on February 15, 2011 Billed: $28.69
SIXTEEN	MILLER, MICKLO	In or about March 2011	West Side student R.C.	A741302544: Group counseling session purportedly conducted by defendant MICKLO on February 28, 2011 Billed: $28.69
SEVENTEEN	MILLER, MICKLO	In or about April 2011	West Side student A.C.	A741302887: Group counseling session purportedly conducted by defendant MICKLO on March 1, 2011 Billed: $28.69
EIGHTEEN	MILLER, MICKLO	In or about April 2011	West Side Student A.C.	A741302890: Group counseling session purportedly conducted by defendant MICKLO on March 4, 2011 Billed: $28.69
NINETEEN	MILLER, NAVARRO	In or about April 2011	Harding student A.N.	A740304990: Individual counseling session purportedly conducted by defendant NAVARRO on March 11, 2011 Billed: $67.53

COUNT	DEFENDANT(S)	DATE SUBMITTED	STUDENT AND SCHOOL	CLAIM NUMBER, DATE AND TYPE OF SERVICE, AND AMOUNT BILLED
TWENTY	MILLER, JEFFREY	In or about August 2011	SEA Crenshaw student K.J.	A702530407: Group counseling session purportedly conducted by defendant JEFFREY on July 1, 2011 Billed: $29.57
TWENTY-ONE	MILLER, JEFFREY	In or about August 2011	SEA Crenshaw student J.Y.	A702530539: Group counseling session purportedly conducted by defendant JEFFREY on July 1, 2011 Billed: $29.57
TWENTY-TWO	MILLER	In or about September 2011	SEA Compton student L.A.	A702844379: Group counseling session purportedly conducted by Erin Hoover on August 15, 2011 Billed: $29.57
TWENTY-THREE	MILLER	In or about September 2011	SEA Compton student L.A.	A702844380: Group counseling session purportedly conducted by Erin Hoover on August 17, 2011 Billed: $29.57
TWENTY-FOUR	MILLER	In or about September 2011	SEA Compton student L.A.	A702844381: Group counseling session purportedly conducted by Erin Hoover on August 18, 2011 Billed: $29.57

COUNT	DEFENDANT(S)	DATE SUBMITTED	STUDENT AND SCHOOL	CLAIM NUMBER, DATE AND TYPE OF SERVICE, AND AMOUNT BILLED
TWENTY-FIVE	MILLER, JEFFREY	In or about October 2011	SEA Compton student C.B.	A702845683: Group counseling session purportedly conducted by defendant JEFFREY on September 30, 2011 Billed: $29.57
TWENTY-SIX	MILLER, WOMACK	In or about December 2011	SEA Compton student J.R.	A702847354: Individual counseling session purportedly conducted by defendant WOMACK on November 23, 2011 Billed: $69.59
TWENTY-SEVEN	MILLER, NAVARRO	In or about January 2012	Harding student E.R.	A740308983: Individual counseling (crisis) session purportedly conducted by defendant NAVARRO on December 5, 2011 Billed: $69.59
TWENTY-EIGHT	MILLER, EGANS	In or about May 2012	SEA Manchester student J.M.	A701265561: Individual counseling session purportedly conducted by defendant EGANS on April 6, 2012 Billed: $69.59
TWENTY-NINE	MILLER, JEFFREY	In or about July 2012	SEA Girls Academy student D.W.	A702234275: Group counseling session purportedly conducted by defendant JEFFREY on June 18, 2012 Billed: $29.57

COUNT	DEFENDANT(S)	DATE SUBMITTED	STUDENT AND SCHOOL	CLAIM NUMBER, DATE AND TYPE OF SERVICE, AND AMOUNT BILLED
THIRTY	MILLER, WOMACK	In or about March 2013	SEA Compton student E.G.	A702856430: Group counseling session purportedly conducted by defendant WOMACK on February 13, 2013 Billed: $30.28
THIRTY-ONE	MILLER, WOMACK	In or about April 2013	SEA Compton student A.O.	A702857643: Group counseling session purportedly conducted by defendant WOMACK on March 1, 2013 Billed: $30.28
THIRTY-TWO	MILLER, WOMACK	In or about April 2013	SEA Compton student F.W.	A702857935: Group counseling session purportedly conducted by defendant WOMACK on March 4, 2013 Billed: $30.28

COUNTS THIRTY-THREE THROUGH FORTY

[18 U.S.C. §§ 1028A(a)(1), 2(b)]

28. The Grand Jury hereby re-alleges and incorporates by reference paragraphs 1 through 22 and 24 through 26 of this Indictment as though set forth in their entirety herein.

29. On or about the dates set forth below, in Los Angeles County, within the Central District of California, the following defendants, together with others known and unknown to the Grand Jury, knowingly transferred, possessed, and used, and willfully caused to be transferred, possessed, and used, without lawful authority, means of identification of other persons, namely, the names and Medi-Cal numbers of the students identified below, during and in relation to felony violations of Title 18, United States Code, Section 1347, as charged in the related counts of the Indictment identified below:

COUNT	DEFENDANT(S)	DATE	STUDENT AND SCHOOL	RELATED COUNT OF INDICTMENT
THIRTY-THREE	MILLER	From September 3, 2010 to in or about October 2010	SEA Norwalk student D.A.	Count Four
THIRTY-FOUR	ST. JULIAN	From September 22, 2010 to in or about October 2010	SEA Firestone student R.M.	Count Five
THIRTY-FIVE	MILLER, GALAZ	From September 27, 2010 to in or about October 2010	SEA Firestone student A.A.	Count Nine

COUNT	DEFENDANT(S)	DATE	STUDENT AND SCHOOL	RELATED COUNT OF INDICTMENT
THIRTY-SIX	EGANS	From February 15, 2011 to in or about March 2011	SEA Firestone student M.M.	Count Fifteen
THIRTY-SEVEN	MICKLO	From February 28, 2011 to in or about March 2011	West Side student R.C.	Count Sixteen
THIRTY-EIGHT	NAVARRO	From March 11, 2011 to in or about April 2011	Harding student A.N.	Count Nineteen
THIRTY-NINE	JEFFREY	From July 1, 2011 to in or about August 2011	SEA Crenshaw student K.J.	Count Twenty

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COUNT	DEFENDANT(S)	DATE	STUDENT AND SCHOOL	RELATED COUNT OF INDICTMENT
FORTY	WOMACK	From November 23, 2011 to in or about December 2011	SEA Compton student J.R.	Count Twenty-Six

A TRUE BILL

/S/

Foreperson

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United States Attorney

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

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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. LORI RENEE MILLER, Defendant.	No. CR 15-00474-PSG-1 PLEA AGREEMENT FOR DEFENDANT LORI RENEE MILLER

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

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to count twenty-seven of the indictment in United States v. Lori Renee Miller, et al., CR

No. 15-00474-PSG, which charges defendant with Health Care Fraud in violation of 18 U.S.C. § 1347.

b. Not contest facts agreed to in this agreement.

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

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

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

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

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

h. Make restitution in accordance with the Court's order, and not seek the discharge of any restitution obligation, in whole or in part, in any present or future bankruptcy proceeding.

i. Defendant understands and acknowledges that as a result of pleading guilty pursuant to this agreement, defendant will be excluded from Medicare, Medicaid, and all Federal health care programs. Defendant agrees to complete and execute all necessary documents provided by the United States Department of Health and Human Services, or any other department or agency of the federal government, to effectuate this exclusion within 60 days of receiving

the documents. This exclusion will not affect defendant's right to apply for and receive benefits as a beneficiary under any Federal health care program, including Medicare and Medicaid.

3. Defendant further agrees to cooperate fully with the USAO, the California Department of Justice, Bureau of Medi-Cal Fraud and Elder Abuse, the United States Department of Health and Human Services, Office of Inspector General, and the Internal Revenue Service - Criminal Investigation, and, as directed by the USAO, any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authority. This cooperation requires defendant to:

a. Respond truthfully and completely to all questions that may be put to defendant, whether in interviews, before a grand jury, or at any trial or other court proceeding.

b. Attend all meetings, grand jury sessions, trials or other proceedings at which defendant's presence is requested by the USAO or compelled by subpoena or court order.

c. Produce voluntarily all documents, records, or other tangible evidence relating to matters about which the USAO, or its designee, inquires.

4. For purposes of this agreement: (1) "Cooperation Information" shall mean any statements made, or documents, records, tangible evidence, or other information provided, by defendant pursuant to defendant's cooperation under this agreement or pursuant to the letter agreement previously entered into by the parties dated March 18, 2016; and (2) "Plea Information" shall mean any statements made by defendant, under oath, at the guilty plea hearing and the agreed to factual basis statement in this agreement.

THE USAO'S OBLIGATIONS

5. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

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

c. At the time of sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

d. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

e. Recommend that the Court vary downward in offense level by an additional three levels based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7), including, specifically, the history and characteristics of defendant.

f. Recommend that defendant be sentenced to a term of imprisonment no higher than the low end of the applicable Sentencing Guidelines range, provided that the offense level used by the Court to determine that range is 29 or higher. For purposes of this

agreement, the low end of the Sentencing Guidelines range is that defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

6. The USAO further agrees:

a. Not to offer as evidence in its case-in-chief in the above-captioned case or any other criminal prosecution that may be brought against defendant by the USAO, or in connection with any sentencing proceeding in any criminal case that may be brought against defendant by the USAO, any Cooperation Information. Defendant agrees, however, that the USAO may use both Cooperation Information and Plea Information: (1) to obtain and pursue leads to other evidence, which evidence may be used for any purpose, including any criminal prosecution of defendant; (2) to cross-examine defendant should defendant testify, or to rebut any evidence offered, or argument or representation made, by defendant, defendant's counsel, or a witness called by defendant in any trial, sentencing hearing, or other court proceeding; and (3) in any criminal prosecution of defendant for false statement, obstruction of justice, or perjury.

b. Not to use Cooperation Information against defendant at sentencing for the purpose of determining the applicable guideline range, including the appropriateness of an upward departure, or the sentence to be imposed, and to recommend to the Court that Cooperation Information not be used in determining the applicable guideline range or the sentence to be imposed. Defendant understands, however, that Cooperation Information will be disclosed to the probation office and the Court, and that the Court may use Cooperation Information for the purposes set forth in U.S.S.G § 1B1.8(b) and for determining the sentence to be imposed.

c. In connection with defendant's sentencing, to bring to the Court's attention the nature and extent of defendant's cooperation.

d. If the USAO determines, in its exclusive judgment, that defendant has both complied with defendant's obligations under paragraphs 2 and 3 above and provided substantial assistance to law enforcement in the prosecution or investigation of another ("substantial assistance"), to move the Court pursuant to U.S.S.G. § 5K1.1 to fix an offense level and corresponding guideline range below that otherwise dictated by the sentencing guidelines, and to recommend a term of imprisonment within this reduced range.

DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

7. Defendant understands the following:

a. Any knowingly false or misleading statement by defendant will subject defendant to prosecution for false statement, obstruction of justice, and perjury and will constitute a breach by defendant of this agreement.

b. Nothing in this agreement requires the USAO or any other prosecuting, enforcement, administrative, or regulatory authority to accept any cooperation or assistance that defendant may offer, or to use it in any particular way.

c. Defendant cannot withdraw defendant's guilty plea if the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a reduced guideline range or if the USAO makes such a motion and the Court does not grant it or if the Court grants such a USAO motion but elects to sentence above the reduced range.

d. At this time the USAO makes no agreement or representation as to whether any cooperation that defendant has

provided or intends to provide constitutes or will constitute substantial assistance. The decision whether defendant has provided substantial assistance will rest solely within the exclusive judgment of the USAO.

e. The USAO's determination whether defendant has provided substantial assistance will not depend in any way on whether the government prevails at any trial or court hearing in which defendant testifies or in which the government otherwise presents information resulting from defendant's cooperation.

NATURE OF THE OFFENSE

8. Defendant understands that for defendant to be guilty of the crime charged in count twenty-seven, that is, Health Care Fraud, in violation of Title 18, United States Code, Section 1347, the following must be true: (1) defendant knowingly and willfully participated in or devised a scheme or plan to defraud a health care benefit program; (2) the statements made or facts omitted as part of the scheme were material; (3) defendant acted with intent to defraud; and (4) the scheme involved the delivery of or payment for health care benefits, items, or services. The term "health care benefit program" means any public or private plan or contract, affecting commerce, under which any medical benefit, item, or service is provided to any individual, and includes any individual or entity who is providing a medical benefit, item, or service for which payment may be made under the plan or contract. "Willfully" means that the defendant committed the act voluntarily and purposefully, and with knowledge that the conduct was, in a general sense, unlawful.

PENALTIES AND RESTITUTION

9. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 1347, is: ten years' imprisonment; a three-year period of supervised release; a fine of $250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of $100.

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

11. Defendant understands that defendant will be required to pay full restitution to the victim of the offense to which defendant is pleading guilty. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victim of the offense to which defendant is pleading guilty and in amounts greater than those alleged in the count to which defendant is pleading guilty. In particular, defendant agrees that the Court may order restitution to any victim of any of the following for any losses suffered by that victim as a result: (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with the offense to which defendant is pleading guilty; and (b) any counts dismissed pursuant to this

agreement as well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with those counts. The government currently believes that the applicable amount of restitution is approximately $46,970,519, but the parties recognize and agree that this amount could change based on facts that come to the attention of the parties prior to sentencing.

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

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

conviction in this case. Defendant understands that unexpected immigration consequences will not serve as grounds to withdraw defendant's guilty plea.

FACTUAL BASIS

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

In or about April 2000, defendant was hired as a substance abuse recovery counselor by Atlantic Recovery Services, later called Atlantic Health Services ("ARS"). In or about April 2001, defendant was promoted to the position of manager, and in or about April 2003, defendant was promoted to the position of Program Manager. Defendant was employed as the Program Manager of ARS from in or about April 2003 until mid-April 2013. As the Program Manager, defendant supervised all ARS counselors and managers.

ARS purported to provide substance abuse treatment services to students covered by Medi-Cal, a publicly funded health care benefit program, affecting commerce, that provided coverage for medically necessary services to income-eligible individuals in California.

During the time that defendant worked at ARS, defendant knowingly and willfully participated in a scheme to defraud Medi-Cal in which (1) ARS billed Medi-Cal's Drug Medi-Cal program for

services to students who did not medically need alcohol or drug treatment; (2) ARS billed Drug Medi-Cal for group and individual counseling sessions that were not provided or did not meet the requirements for reimbursement; and (3) defendant and others falsified documentation to support the false claims.

Defendant knowingly authorized and approved the following conduct by the ARS counselors and managers:

a. maintaining student caseloads by enrolling students in the ARS substance abuse counseling program even if they had used drugs or alcohol only occasionally or even just once;

b. collecting students' signatures on sign-in sheets for counseling sessions, even if the students did not attend the counseling sessions;

c. recording times on sign-in sheets, Update Logs, and Progress Notes to make it appear that the students on each sign-in sheet were attending group counseling sessions at different times with no more than ten students at the same time;

d. preparing Progress Notes and Update Logs that falsely showed that the students in the counselors and managers' caseloads had attended 90-minute group counseling sessions up to five days each week, even though defendant knew that the ARS counselors and managers were not meeting with students every day;

e. giving students who were absent a worksheet to complete and then submitting false documentation reflecting that the students had attended group counseling sessions that they had not actually attended;

f. having a one-on-one crisis session with every student twice a month, even though defendant knew that a crisis session was

supposed to happen only when a student had a relapse or an "imminent threat" of relapse and could not be planned in advance; and

g. billing for services conducted at unlicensed sites as if they had occurred at licensed sites to ensure payment from Medi-Cal.

Defendant knew that ARS would use the false Update Logs to generate claims for Medi-Cal reimbursement for group and individual counseling sessions and that the Progress Notes and falsified sign-in sheets would be maintained in the students' files as documentation supporting those claims in the event of a Medi-Cal audit.

Defendant told ARS counselors and managers to "be creative" when it came to billing for substance abuse counseling services and warned them that they would lose their jobs or have their hours reduced to part-time if they did not generate sufficient billing.

Defendant told Dr. Leland Whitson, the Medical Director of ARS, not to date the treatment plans he reviewed so that defendant or another ARS employee acting at defendant's direction could fill in a date that would make it appear as if the treatment plans had been prepared in compliance with Medi-Cal's regulatory requirements as to timing.

In furtherance of the scheme, defendant knowingly and willfully caused false and fraudulent claims, which she knew to be material to payment by Medi-Cal, to be submitted to the Drug Medi-Cal program by ARS, including, in particular, the following claim:

In or about January 2012, ARS submitted a false and fraudulent claim for Medi-Cal reimbursement (Drug Medi-Cal claim #A740308983), in the amount of $69.59 for an individual counseling (crisis)

session for Harding student E.R. allegedly provided by co-defendant Maribel Navarro on December 5, 2011, a day when the student also purportedly attended a group counseling session with his regular counselor, would not have needed to attend an individual counseling session with defendant Navarro, and, to the best of his recollection, did not attend an individual counseling session with defendant Navarro and did not make the statements identified in the Progress Note.

ARS submitted to the Drug Medi-Cal program claims totaling approximately $50,822,318 for counseling services purportedly provided by ARS counselors and managers acting at defendant's direction, and Medi-Cal paid approximately $46,970,519 on those claims.

SENTENCING FACTORS

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

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

Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
Specific Offense Characteristics		
Loss of more than $25,000,000 but not more than $65,000,000:	+22	[U.S.S.G. § 2B1.1(b)(1)(L)]
Federal health care offense involving Government health care program:	+4	[U.S.S.G. § 2B1.1(b)(7)(iii)]
Aggravating Role (Manager or Supervisor):	+3	[U.S.S.G. § 3B1.1(b)]

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

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

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

WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

represented by counsel - and if necessary have the Court appoint counsel - at every other stage of the proceeding.

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

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

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

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

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

WAIVER OF APPEAL OF CONVICTION

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

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

21. Defendant agrees that, provided the Court imposes a total term of imprisonment on the count of conviction of no more than 87 months, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the

Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) the amount and terms of any restitution order, provided it requires payment of no more than $46,970,519; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in General Orders 318, 01-05, and/or 05-02 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

22. The USAO agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above and (b) the Court imposes a term of imprisonment of no less than 87 months, the USAO gives up its right to appeal any portion of the sentence, with the exception that the USAO reserves the right to appeal the following: the amount of restitution ordered if that amount is less than $46,970,519.

RESULT OF WITHDRAWAL OF GUILTY PLEA

23. Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement, including in particular its obligations regarding the use of Cooperation Information; (b) in any investigation, criminal prosecution, or civil, administrative, or regulatory action, defendant agrees that any Cooperation Information and any evidence derived from any Cooperation Information shall be

admissible against defendant, and defendant will not assert, and hereby waives and gives up, any claim under the United States Constitution, any statute, or any federal rule, that any Cooperation Information or any evidence derived from any Cooperation Information should be suppressed or is inadmissible; and (c) should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

EFFECTIVE DATE OF AGREEMENT

25. 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

26. Defendant agrees that if defendant, at any time after the effective date of this agreement, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. For example, if defendant knowingly, in an interview, before a grand

jury, or at trial, falsely accuses another person of criminal conduct or falsely minimizes defendant's own role, or the role of another, in criminal conduct, defendant will have breached this agreement. 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.

b. The USAO will be relieved of all its obligations under this agreement; in particular, the USAO: (i) will no longer be bound by any agreements concerning sentencing and will be free to seek any sentence up to the statutory maximum for the crime to which defendant has pleaded guilty; (ii) will no longer be bound by any agreements regarding criminal prosecution, and will be free to criminally prosecute defendant for any crime, including charges that the USAO would otherwise have been obligated to dismiss pursuant to this agreement; and (iii) will no longer be bound by any agreement regarding the use of Cooperation Information and will be free to use any Cooperation Information in any way in any investigation, criminal prosecution, or civil, administrative, or regulatory action.

c. The USAO will be free to criminally prosecute defendant for false statement, obstruction of justice, and perjury based on any knowingly false or misleading statement by defendant.

d. In any investigation, criminal prosecution, or civil, administrative, or regulatory action: (i) defendant will not assert, and hereby waives and gives up, any claim that any Cooperation Information was obtained in violation of the Fifth Amendment privilege against compelled self-incrimination; and (ii) defendant agrees that any Cooperation Information and any Plea Information, as well as any evidence derived from any Cooperation Information or any Plea Information, shall be admissible against defendant, and defendant will not assert, and hereby waives and gives up, any claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that any Cooperation Information, any Plea Information, or any evidence derived from any Cooperation Information or any Plea Information should be suppressed or is inadmissible.

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

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

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

COURT AND PROBATION OFFICE NOT PARTIES

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

29. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 16 are consistent with the facts of this case. While this paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

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

regarding the sentence defendant will receive, except that it will be within the statutory maximum.

NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

EILEEN M. DECKER
United States Attorney

Cathy J. Ostiller — 6/23/16
CATHY J. OSTILLER — Date
Assistant United States Attorney

Lori Renee Miller — 6-22-16
LORI RENEE MILLER — Date
Defendant

Eileen Barry — 6·22·16
EILEEN M. BARRY — Date
Attorney for Defendant
LORI RENEE MILLER

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No

promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

Lori Renee Miller — 6-22-16

LORI RENEE MILLER — Date
Defendant

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am LORI RENEE MILLER'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

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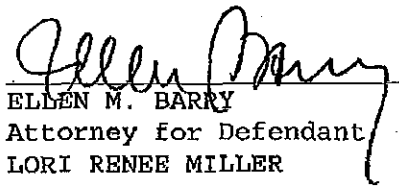
one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



ELLEN M. BARRY
Attorney for Defendant
LORI RENEE MILLER

6.22.16
Date

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - CHANGE OF PLEA

Case No.: CR 15-474-PSG: Date: 7/18/16

Present: The Honorable Philip S. Gutierrez, ☑ District Judge / ☐ Magistrate Judge

Wendy Hernandez	Marea Woolrich	None	Paul Stern
Deputy Clerk	*Court Reporter*	*Interpreter*	*Assistant U.S. Attorney*

USA v. DEFENDANT(S) PRESENT	ATTORNEYS PRESENT FOR DEFENDANTS
DEFT 1: LORI RENNE MILLER	DEFT 1: Ellen M. Barry
☐ Custody ☑ Bond ☐ O/R	☑ Appointed ☐ Retained
☐ Custody ☐ Bond ☐ O/R	☐ Appointed ☐ Retained
☐ Custody ☐ Bond ☐ O/R	☐ Appointed ☐ Retained
☐ Custody ☐ Bond ☐ O/R	☐ Appointed ☐ Retained
☐ Custody ☐ Bond ☐ O/R	☐ Appointed ☐ Retained

PROCEEDINGS: CHANGE OF PLEA HEARING

☑ Defendant moves to change plea to the Indictment.
☑ Defendant now enters a new and different plea of Guilty to Count(s) 27 of the Indictment.

☑ The Court questions the defendant regarding plea of Guilty and finds it knowledgeable and voluntary and orders the plea accepted and entered
☑ The Court refers the defendant to the Probation Office for investigation and report and continues the matter to **Monday, 3/6/17 at 10am** for sentencing.
☑ The Court vacates the court and/or jury trial date.
☑ The pretrial conference set for 8/15/16 is off calendar as to defendant LORI RENNE MILLER.
☑ Court orders:
Based on the government's agreement and the fact that the defendant has made all appearances, the Court finds it appropriate to allow the defendant to remain on bond.

☐ Other:

: 35

Initials of Deputy Clerk wh

cc: Probation Office

COMPLEX,PASPRT,RELATED-G

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA (Western Division - Los Angeles)
CRIMINAL DOCKET FOR CASE #: 2:15-cr-00474-PSG-1

Case title: USA v. Miller et al
Other court case number: CR 13-00485 PSG

Date Filed: 08/26/2015

Assigned to: Judge Philip S. Gutierrez

Defendant (1)

Lori Renee Miller represented by **Ellen M Barry**
Law Offices of Ellen M Barry
4470 West Sunset Boulevard Suite 311
Los Angeles, CA 90027
213-248-2803
Fax: 213-621-1644
Email: emfbarry@outlook.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: CJA Appointment

Pending Counts	**Disposition**
18:1347,2(b): Health Care Fraud; Causing an Act to be Done (1-26)	
18:1347,2(b): Health Care Fraud; Causing an Act to be Done (27)	
18:1347,2(b): Health Care Fraud; Causing an Act to be Done (28-32)	
18:1028(a)(1),2(b): Aggravated Identity Theft; Causing an Act to be Done (33)	
18:1028(a)(1),2(b): Aggravated Identity Theft; Causing an Act to be Done (35)	

Highest Offense Level (Opening)

Felony

Terminated Counts **Disposition**

None

Highest Offense Level (Terminated)

None

Complaints **Disposition**

None

Plaintiff

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Date Filed	#	Docket Text
08/26/2015	1	INDICTMENT filed as to Lori Renee Miller (1) count(s) 1-32, 33, 35, Nguyet Galaz (2) count(s) 9-12, 35, Angela Frances Micklo (3) count(s) 13, 16-18, 37, Maribel Navarro (4) count(s) 7-8, 19, 27, 38, Carrenda Jeffrey (5) count(s) 20-21, 25, 29, 39, Lalonnie Egans (6) count(s) 14-15, 28, 36, Tina Lynn St Julian (7) count(s) 2-3, 5-6, 34, Shyrie Womack (8) count(s) 26, 30-32, 33, 40. Offense occurred in LA. (mhe) (Entered: 08/31/2015)
08/26/2015	2	CASE SUMMARY filed by AUSA Cathy J Ostiller as to Defendant Lori Renee Miller; defendants Year of Birth: 1961 (mhe) (Entered: 08/31/2015)
08/26/2015	18	NOTICE OF REQUEST FOR DETENTION filed by Plaintiff USA as to Defendant Lori Renee Miller (mhe) (Entered: 08/31/2015)

08/26/2015	25	EX PARTE APPLICATION to Seal Case Filed by Plaintiff USA as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack. (mhe) (Entered: 08/31/2015)
08/26/2015	26	ORDER by Magistrate Judge Patrick J. Walsh: Granting 25 EX PARTE APPLICATION to Seal Case as to Lori Renee Miller (1), Nguyet Galaz (2), Angela Frances Micklo (3), Maribel Navarro (4), Carrenda Jeffrey (5), Lalonnie Egans (6), Tina Lynn St Julian (7), Shyrie Womack (8) (mhe) (Entered: 08/31/2015)
08/26/2015	27	NOTICE of Related Case(s) filed by Plaintiff USA as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack Related Case(s): CR 13-485 (mhe) (Entered: 08/31/2015)
08/26/2015	28	NOTICE TO COURT OF COMPLEX CASE filed by Plaintiff USA as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack. (mhe) (Entered: 08/31/2015)
08/26/2015	29	MEMORANDUM filed by Plaintiff USA as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack. Re Magistrate Judge Jacqueline Chooljian, Magistrate Judge Patrick J. Walsh, Magistrate Judge Sheri Pym, Magistrate Judge Michael Wilner, Magistrate Judge Jean Rosenbluth, Magistrate Judge Alka Sagar, Magistrate Judge Douglas McCormick (mhe) (Entered: 08/31/2015)
08/26/2015	30	MEMORANDUM filed by Plaintiff USA as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack. This criminal action, being filed on 8/26/15, was not pending in the U. S. Attorneys Office before the date on which Judge Michael W. Fitzgerald began receiving criminal matters and was pending before Judge Andre Birotte Jr. (mhe) (Entered: 08/31/2015)
09/02/2015	51	REPORT COMMENCING CRIMINAL ACTION as to Defendant Lori Renee Miller; defendants Year of Birth: 1961; date of arrest: 9/2/2015 (mhe) (Entered: 09/04/2015)
09/02/2015	52	MINUTES OF ARREST ON INDICTMENT HEARING held before Magistrate Judge Rozella A. Oliver as to Defendant Lori Renee Miller. Defendant states true name as charged. Court orders bail set as: Lori Renee Miller (1) $25,000 Appearance Bond, $25,000 Appearance Bond, see attached bond for terms. Defendant Ordered to report to USM for processing. RELEASE ORDER NO 37053 Court Smart: 9/2/15. (mhe) (Entered: 09/04/2015)
09/02/2015	53	STATEMENT OF CONSTITUTIONAL RIGHTS filed by Defendant Lori Renee Miller (mhe) (Entered: 09/04/2015)
09/02/2015	54	

		BOND AND CONDITIONS OF RELEASE filed as to Defendant Lori Renee Miller conditions of release: $25,000 Appearance Bond, see attached bond for terms approved by Magistrate Judge Rozella A. Oliver. (mhe) (Entered: 09/04/2015)
09/02/2015	55	DECLARATION RE: PASSPORT filed by Defendant Lori Renee Miller, declaring that my passport and any other travel documents are in the possession of federal authorities. If any such document is returned to me during the pendency of this case, I will immediately surrender it to the U.S. Pretrial Services Agency. I will not apply for a passport or other travel document during the pendency of this case. RE: Bond and Conditions (CR-1) 54 . (mhe) (Entered: 09/04/2015)
09/02/2015	56	PASSPORT RECEIPT from U. S. Pretrial Services as to Defendant Lori Renee Miller. USA passport was received on 9/2/15. Re: Bond and Conditions (CR-1) 54 . (mhe) (Entered: 09/04/2015)
09/02/2015	70	MINUTES OF POST-INDICTMENT ARRAIGNMENT: held before Magistrate Judge Rozella A. Oliver as to Defendant Lori Renee Miller (1) Count 1-32,33,35. Defendant arraigned, states true name: As charged. Defendant entered not guilty plea to all counts as charged. Attorney: Ellen M. Barry, special appearance by Humberto Diaz, Appointed present. Case assigned to Judge George H. Wu. Jury Trial set for 10/13/2015 08:30 AM before Judge George H. Wu. Status Conference set for 9/17/2015 08:00 AM before Judge George H. Wu. Court Smart: 09/02/2015. (tba) (Entered: 09/04/2015)
09/02/2015	75	REDACTED AFFIDAVIT OF SURETIES (No Justification - Pursuant to Local Criminal Rule 46-5.2.8) in the amount of $25,000 by surety: Penelope J Watson for Bond and Conditions (CR-1) 54 . Filed by Defendant Lori Renee Miller (mhe) (Entered: 09/04/2015)
09/02/2015	76	UNREDACTED Affidavit of Surety (Justification) filed by Defendant Lori Renee Miller re: Affidavit of Surety (No Justification)(CR-4) 75 (mhe) (Entered: 09/04/2015)
09/02/2015	77	FINANCIAL AFFIDAVIT filed as to Defendant Lori Renee Miller. (Not for Public View pursuant to the E-Government Act of 2002) (mhe) (Entered: 09/04/2015)
09/04/2015	78	ORDER RE TRANSFER PURSUANT TO GENERAL ORDER 14-03 Related Case filed. Related Case No: CR 13-00485 PSG. Case, as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack, transferred from Judge George H. Wu to Judge Philip S. Gutierrez for all further proceedings. The case number will now reflect the initials of the transferee Judge CR 15-00474 PSG. Signed by Judge Philip S. Gutierrez (rn) (Entered: 09/04/2015)
09/08/2015	84	CRIMINAL MOTION AND TRIAL ORDER by Judge Philip S. Gutierrez: as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian,

		Shyrie Womack. Pretrial Motions to be filed on: August 31, 2015, Motion Oppositions to be filed on: September 4, 2015. Motion Replies to be filed on: September 21, 2015. Jury Trial set for 10/13/2015 09:00 AM. Status Conference set for 9/28/2015 10:00 AM. (wm) (Entered: 09/08/2015)
09/08/2015	85	STIPULATION for Order Protective Order filed by Plaintiff USA as to Defendant Lori Renee Miller (Attachments: # 1 Proposed Order Protective Order)(Ostiller, Cathy) (Entered: 09/08/2015)
09/11/2015	107	PROTECTIVE ORDER ORDER by Judge Philip S. Gutierrez as to Defendant Lori Renee Miller, re Stipulation 85 . (bm) (Entered: 09/14/2015)
09/11/2015	117	ARREST WARRANT RETURNED Executed on 9/2/15 as to Defendant Lori Renee Miller. (bm) (Entered: 09/17/2015)
09/16/2015	115	STIPULATION to Continue Trial Date from October 13, 2015 to May 10, 2016 *and Request for Findings of Excludable Time Periods Pursuant to Speedy Trial Act* filed by Plaintiff USA as to Defendant Lori Renee Miller, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack (Attachments: # 1 Proposed Order Continuing Trial Date and Findings Regarding Excludable Time Periods Pursuant to Speedy Trial Act)(Ostiller, Cathy) (Entered: 09/16/2015)
09/17/2015	123	ORDER CONTINUING TRIAL DATE AND FINDINGS REGARDING EXCLUDABLE TIME PERIODS PURSUANT TO SPEEDY TRIAL ACT by Judge Philip S. Gutierrez as to Defendants Lori Renee Miller, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack: THEREFORE, FOR GOOD CAUSE SHOWN: The trial in this matter is continued from October 13, 2015 to May 10, 2016. The status conference hearing is continued to April 25, 2016. The briefing schedule for any motions shall be: motions to be filed on or before March 28, 2016; oppositions to be filed on or before April 4, 2016; and replies to be filed on or before April 18, 2016. The time period of October 13, 2015 to May 10, 2016, inclusive, is excluded in computing the time within which the trial must commence. (bm) (Entered: 09/17/2015)
03/01/2016	150	NOTICE OF APPEARANCE OR REASSIGNMENT of AUSA Paul G Stern on behalf of Plaintiff USA. Filed by Plaintiff USA. (Stern, Paul) (Entered: 03/01/2016)
03/16/2016	151	STIPULATION to Continue Trial Date from May 10, 2016 to August 30, 2016 *and Request for Findings of Excludable Time Periods Pursuant to Speedy Trial Act* filed by Plaintiff USA as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack (Attachments: # 1 Proposed Order Continuing Trial Date and Findings Regarding Excludable Time Periods Pursuant to Speedy Trial Act)(Ostiller, Cathy) (Entered: 03/16/2016)
03/18/2016	152	ORDER CONTINUING TRIAL DATE AND FINDINGS REGARDING EXCLUDABLE TIME PERIODS PURSUANT TO SPEEDY TRIAL ACT by Judge Philip S. Gutierrez as to Defendants Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans,

		Tina Lynn St Julian, Shyrie Womack:THEREFORE, FOR GOOD CAUSE SHOWN: The trial in this matter is continued from May 10, 2016 to August 30, 2016. The status conference hearing is continued to August 15, 2016. The briefing schedule for any motions shall be: motions to be filed on or before July 18, 2016; oppositions to be filed on or before July 25, 2016; and replies to be filed on or before August 8, 2016. The time period of May 10, 2016 to August 30, 2016, inclusive, is excluded in computing the time within which the trial must commence. (bm) (Entered: 03/18/2016)
05/02/2016	165	Notice of Appearance or Withdrawal of Counsel: for attorney Cathy J Ostiller counsel for Plaintiff USA. AUSA Consuelo S. Woodhead is no longer counsel of record for the aforementioned party in this case for the reason indicated in the G-123 Notice. Filed by Plaintiff United States of America. (Ostiller, Cathy) (Entered: 05/02/2016)
06/23/2016	186	PLEA AGREEMENT filed by Plaintiff USA as to Defendant Lori Renee Miller (Ostiller, Cathy) (Entered: 06/23/2016)
07/01/2016	187	(IN CHAMBERS) TEXT ONLY ENTRY by Judge Philip S. Gutierrez: as to Defendant Lori Renee Miller. Change of Plea Hearing set for 7/18/2016 at 10:00 AM. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY.(dgon) TEXT ONLY ENTRY (Entered: 07/01/2016)
07/07/2016	194	SEALED DOCUMENT - GOVERNMENT'S EX PARTE APPLICATION FOR ORDER SEALING FIRST SUPERSEDING INDICTMENT AND RELATED DOCUMENTS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF CATHY J. OSTILLER. (lom) (Entered: 07/08/2016)
07/07/2016	195	SEALED DOCUMENT - ORDER. (lom) (Entered: 07/08/2016)
07/18/2016	218	MINUTES OF CHANGE OF PLEA HEARING held before Judge Philip S. Gutierrez as to Defendant Lori Renee Miller. Defendant sworn. Court questions defendant regarding the plea. The Defendant Lori Renee Miller (1) pleads GUILTY to Count 27. The plea is accepted. The Court ORDERS the preparation of a Presentence Report. Based on the government's agreement and the fact that the defendant has mader all appearances, the Court finds it appropriate to allow the defendant to remain on bond The Court vacates the court and/or jury trial date. Sentencing set for 3/6/2017 10:00 AM before Judge Philip S. Gutierrez. Court Reporter: Marea Woolrich. (bm) (Entered: 07/19/2016)
07/25/2016	232	GOVERNMENTS FILING OF RECORDED LIS PENDENS filed by Plaintiff USA as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack, Richard Mark Ciampa, Gregory Hearns Re: Indictment, 188 (Attachments: # 1 Exhibit "A", # 2 Proof of Service) (Mohammad, Yasin) (Entered: 07/25/2016)
07/25/2016	233	GOVERNMENTS FILING OF RECORDED LIS PENDENS filed by Plaintiff USA as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St

		POSITION WITH RESPECT TO PRESENTENCE REPORT filed by Plaintiff USA as to Defendant Lori Renee Miller (Ostiller, Cathy) (Entered: 02/10/2017)
06/07/2017	347	NOTICE of Manual Filing of EX PARTE APPLICATION, PROPOSED ORDER, UNDER SEAL DOCUMENTS filed by Plaintiff USA as to Defendant Lori Renee Miller (Escalante, Karen) (Entered: 06/07/2017)
06/13/2017	363	[SEALED DOCUMENT]. (jp) (Entered: 06/14/2017)
06/13/2017	364	[SEALED DOCUMENT]. (jp) (Entered: 06/14/2017)
06/13/2017	365	[SEALED DOCUMENT]. (jp) (Entered: 06/14/2017)
06/13/2017	366	[SEALED DOCUMENT]. (jp) (Entered: 06/14/2017)
06/13/2017	367	[SEALED DOCUMENT]. (jp) (Entered: 06/14/2017)
07/21/2017	386	EX PARTE APPLICATION Filed (bm) Modified on 8/8/2017 (bm). (Entered: 07/24/2017)
07/21/2017	387	ORDER by Judge Philip S. Gutierrez granting 386 EX PARTE APPLICATION (bm) Modified on 8/8/2017 (bm). (Entered: 07/24/2017)
07/21/2017	388	STIPULATION AND REQUEST filed (bm) Modified on 8/8/2017 (bm). (Entered: 07/24/2017)
07/21/2017	389	ORDER by Judge Philip S. Gutierrez (bm) Modified on 8/8/2017 (bm). (Entered: 07/24/2017)
07/27/2017	395	RESPONSE IN SUPPORT to Notice of Manual Filing (G-92),, 382 , Objections (non-motion) 383 , filed by Plaintiff USA as to Defendant Lori Renee Miller, Nguyet Galaz, Angela Frances Micklo, Maribel Navarro, Carrenda Jeffrey, Lalonnie Egans, Tina Lynn St Julian, Shyrie Womack, Richard Mark Ciampa, Gregory Hearns *GOVERNMENT'S RESPONSE TO DEFENDANT'S OBJECTION TO STIPULATION AND REQUEST FOR ORDER AUTHORIZING INTERLOCUTORY SALE OF REAL PROPERTIES LOCATED IN LONG BEACH, CALIFORNIA* (Attachments: # 1 EXHIBIT "A")(Almadani, Yasin) (Entered: 07/27/2017)
10/23/2017	414	NOTICE of Change of address by Ellen M Barry attorney for Defendant Lori Renee Miller. Changing attorneys address to 4470 W. SUNSET BLVD #311 LOS ANGELES CA 90027. Filed by Defendant Lori Renee Miller. (Barry, Ellen) (Entered: 10/23/2017)
12/13/2017	415	Notice of Appearance or Withdrawal of Counsel: for attorney Victor A Rodgers, Jr counsel for Plaintiff USA. Filed by plaintiff United States of America. (Attorney Victor A Rodgers, Jr added to party USA(pty:pla)) (Rodgers, Victor) (Entered: 12/13/2017)
12/20/2017	420	SEALED DOCUMENT (bm) (Entered: 12/22/2017)
12/20/2017	421	SEALED DOCUMENT (bm) (Entered: 12/22/2017)
12/20/2017	422	SEALED DOCUMENT (bm) (Entered: 12/22/2017)

12/20/2017	423	SEALED DOCUMENT (bm) (Entered: 12/22/2017)
12/28/2017	424	Notice of Appearance or Withdrawal of Counsel: for attorney Steven R Welk counsel for Plaintiff USA. YASIN M. ALMADANI is no longer counsel of record for the aforementioned party in this case for the reason indicated in the G-123 Notice. Filed by PLAINTIFF UNITED STATES OF AMERICA. (Welk, Steven) (Entered: 12/28/2017)

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PACER Login:	di0237:2536794:0	**Client Code:**	
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