FILED
CLERK, U.S. DISTRICT COURT
DEC 19 2013
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

February 2013 Grand Jury

UNITED STATES OF AMERICA, Plaintiff, v. ADELINE EKWEBELEM, aka "Adeline Maduabuchi," ROMIE PORTER TUCKER, JR., aka "Romy," aka "Roman," aka "Ron," MARITZA HERNANDEZ, CINDY SANTANA aka "Cindya Santana," CHARLES OKOYE, and UCHE CHUKWUDI, Defendants.	No. CR 12-1170(B)-MWF SECOND SUPERSEDING INDICTMENT [18 U.S.C. § 1349: Conspiracy to Commit Health Care Fraud; 18 U.S.C. § 1347: Health Care Fraud; 18 U.S.C. § 2(b): Aiding and Abetting; 42 U.S.C. § 1320a-7b(b)(2): Illegal Remunerations for Health Care Referrals]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1349]

I. GENERAL ALLEGATIONS

A. The Defendants

1. Adelco Medical Distributors, Inc. ("Adelco") was a durable medical equipment ("DME") supply company located at 15223 South Crenshaw Boulevard, Suite #B, Gardena, California 90249, within the Central District of California.

2. Defendant ADELINE EWKEBELEM, also known as ("aka") "Adeline Maduabuchi" ("defendant EKWEBELEM"), enrolled Adelco as a Medicare provider in or about June 2002.

3. Between in or about November 2008, and in or about May 2011, defendant ROMIE PORTER TUCKER, JR., aka "Romy," aka "Roman," aka "Ron" ("defendant TUCKER"), worked as a marketer for Adelco.

4. Between in or about March 2011, and in or about November 2011, defendant MARITZA HERNANDEZ ("defendant HERNANDEZ") worked as a marketer for Adelco.

5. Between in or about October 2009, and in or about August 2010, defendant CINDY SANTANA, aka "Cindya Santana" ("defendant SANTANA"), worked as a marketer for Adelco.

6. Between in or about November 2008 and in or about November 2011, defendant CHARLES OKOYE ("defendant OKOYE"), a licensed physician and enrolled Medicare provider, referred more than 200 Medicare beneficiaries to Adelco for DME, primarily power wheelchairs ("PWCs"), from his medical clinic, located at 4405 South Main Street in Los Angeles, California. Defendant OKOYE also billed Medicare for services he allegedly provided to

approximately 150 of those beneficiaries.

7. Between in or about June 2010 and in or about October 2011, defendant UCHE CHUKWUDI ("defendant CHUKWUDI"), a licensed physician and enrolled Medicare provider, referred more than 200 Medicare beneficiaries to Adelco for DME, primarily PWCs, from his medical clinic, located at 15425 Crenshaw Boulevard in Gardena, California. Defendant CHUKWUDI also billed Medicare for services he allegedly provided to those beneficiaries.

8. Between in or about January 2007, and in or about December 2011, Adelco submitted approximately $7,350,695 in claims to Medicare, primarily for PWCs, for which Medicare paid Adelco approximately $3,452,299, representing more than approximately 90% of Adelco's revenue during the period.

9. Of the claims Adelco submitted to Medicare, approximately $1,710,143 were for patients referred by defendant OKOYE, for which Medicare paid Adelco approximately $824,566.

10. Of the claims Adelco submitted to Medicare, approximately $1,185,464 were for patients referred by defendant CHUKWUDI, for which Medicare paid Adelco approximately $539,254.

B. The Medicare Program

11. Medicare was a federal health care benefit program, affecting commerce, that provided benefits to individuals who were over the age of 65 or disabled. Medicare was administered by the Centers for Medicare and Medicaid Services ("CMS"), a federal agency under the United States Department of Health and Human Services ("HHS").

12. CMS contracted with private insurance companies to certify DME providers for participation in the Medicare program

and monitor their compliance with Medicare standards, to process and pay claims, and to perform program safeguard functions, such as identifying and reviewing suspect claims.

13. Noridian Administrative Services ("Noridian") processed and paid Medicare DME claims in Southern California.

14. Individuals who qualified for Medicare benefits were referred to as Medicare "beneficiaries." Each Medicare beneficiary was given a Health Identification Card containing a unique identification number ("HICN").

15. DME companies, physicians, and other health care providers that provided medical services that were reimbursed by Medicare were referred to as Medicare "providers."

16. To obtain reimbursement from Medicare, DME companies and physicians first had to apply for and obtain a provider number. By signing the provider application, DME companies and physicians agreed to abide by all Medicare rules and regulations, including the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), which, among other things, prohibits the payment of kickbacks or bribes for the referral of Medicare beneficiaries for any item or service for which payment may be made by Medicare.

17. If Medicare approved a provider's application, Medicare assigned the provider a Medicare provider number, which enabled the provider to submit claims to Medicare for services rendered to Medicare beneficiaries.

18. Most DME providers, including Adelco, submitted their claims electronically pursuant to an agreement with Medicare that they would submit claims that were accurate, complete, and

truthful. Under these agreements, DME providers are required to retain all original source documentation supporting the claims for 6 years and 3 months after the claim is paid.

19. Medicare required a claim for Medicare reimbursement of DME to set forth, among other things, the beneficiary's name and HICN, the type of DME provided to the beneficiary, the date the DME was provided, and the name and unique physician identification number of the physician who prescribed or ordered the DME.

20. DME providers were only entitled to Medicare reimbursement for DME that was medically necessary to the treatment of a beneficiary's illness or injury, was prescribed by a beneficiary's physician, and was provided in accordance with Medicare regulations and guidelines that governed whether a particular item or service would be reimbursed by Medicare. Medicare required claims to be truthful, complete, and not misleading.

21. Medicare had a co-payment requirement for DME. Medicare reimbursed providers 80% of the allowed amount of a DME claim and the beneficiary was ordinarily obligated to pay the remaining 20%.

II. THE OBJECT OF THE CONSPIRACY

22. Beginning in or about January 2007, and continuing to in or about December 2011, in Los Angeles County, within the Central District of California and elsewhere, defendant EKWEBELEM, joined by defendant TUCKER from in or about November 2008 to in or about May 2011, defendant HERNANDEZ from in or about March 2011 to in or about November 2011, defendant SANTANA

from in or about October 2009 to in or about August 2010, defendant OKOYE from in or about November 2008 to in or about November 2011, and defendant CHUKWUDI from in or about June 2010 to in or about October 2011, together with others known and unknown to the Grand Jury, knowingly combined, conspired, and agreed to commit health care fraud, in violation of Title 18, United States Code, Section 1347.

III. THE MANNER AND MEANS OF THE CONSPIRACY

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

a. Defendant EKWEBELEM would pay "marketers," including defendant TUCKER, defendant HERNANDEZ, and defendant SANTANA, to solicit Medicare beneficiaries for Adelco.

b. Defendant TUCKER, defendant HERNANDEZ, and defendant SANTANA would solicit beneficiaries, offering them medically-unnecessary PWCs, hospital beds, orthotics, and other DME for free.

c. At defendant EKWEBELEM's instruction, defendant TUCKER, defendant HERNANDEZ, and defendant SANTANA would take the beneficiaries to see doctors, including defendant OKOYE and defendant CHUKWUDI, chosen by defendant EKWEBELEM and then take the beneficiaries to Adelco, where the beneficiaries provided their HICNs and other patient information to Adelco.

d. For these beneficiaries, defendant OKOYE and defendant CHUKWUDI would create fraudulent patient files that included PWC prescriptions and false statements in face-to-face examination forms ("FTF forms") purporting to support the medical need for the DME, even though defendant OKOYE and

defendant CHUKWUDI knew the beneficiaries did not medically need PWCs and even though defendant OKOYE never even examined some of the beneficiaries. Defendant OKOYE would direct the patients to Adelco to fill the prescriptions, knowing that Adelco would bill Medicare for the provision of that DME.

e. Defendant OKOYE and defendant CHUKWUDI would also bill and receive payments from Medicare for office visits and diagnostic tests allegedly provided to beneficiaries brought to him by Adelco's marketers.

f. Defendant EKWEBELEM would purchase or otherwise obtain fraudulent prescriptions for DME and other medical documentation for the beneficiaries, including false FTF forms from defendant OKOYE, defendant CHUKWUDI, and other doctors.

g. Sometimes defendant OKOYE, defendant CHUKWUDI, and other doctors would provide Adelco with pre-signed FTF forms that were blank except for the basic patient information and doctor's signature, in which case either defendant EKWEBELEM or Adelco employees acting at defendant EKWEBELEM's instruction would complete the form with additional information aimed at justifying the medical necessity of the DME.

h. As defendant TUCKER, defendant HERNANDEZ, and defendant SANTANA well knew, defendant EKWEBELEM would use the Medicare beneficiary names, HICNs, and other patient information for beneficiaries solicited by defendant TUCKER, defendant HERNANDEZ, defendant SANTANA, and other marketers to submit false and fraudulent claims under Adelco's provider number to Medicare for PWCs, hospital beds, orthotics, and other DME that

were not medically necessary and in some cases not provided to Medicare beneficiaries as represented in the claims.

i. Defendant EKWEBELEM would direct that Medicare payments on the claims Adelco submitted be deposited into Adelco's business bank account at Bank of America, account number xxxxx-x5603 (the "Adelco Bank Account"), which she controlled.

j. From the approximately $3,452,299 Medicare paid to Adelco between in or about January 2007, and in or about December 2011, defendant EKWEBELEM would write checks from the Adelco Bank Account and pay cash to marketers and doctors, including defendant TUCKER, defendant HERNANDEZ, defendant SANTANA, defendant OKOYE, and defendant CHUKWUDI, in exchange for their referring Medicare beneficiaries to Adelco. Defendant EKWEBELEM would adjust the payments to defendant TUCKER, defendant HERNANDEZ, defendant SANTANA, and other marketers according to the DME ordered for the beneficiaries and the doctors to whom the beneficiaries were taken. Defendant EKWEBELEM would only pay the marketers if Medicare paid Adelco for the DME for the recruited beneficiaries. Defendant EKWEBELEM would often require the marketers to refund any advance payment defendant EKWEBELEM had made to them if Medicare subsequently denied the claim.

k. Defendant EKWEBELEM would also write approximately $629,009 in checks to herself and withdraw approximately $853,091 in cash from the Adelco Bank Account.

COUNTS TWO THROUGH EIGHTEEN

[18 U.S.C. §§ 1347, 2(b)]

I. INTRODUCTORY ALLEGATIONS

24. The Grand Jury incorporates by reference and re-alleges paragraphs 1 through 19 and 21 of this Second Superseding Indictment as if fully set forth herein.

II. THE SCHEME TO DEFRAUD

25. Beginning in or about January 2007, and continuing until in or about December 2011, in Los Angeles County, within the Central District of California, and elsewhere, defendant EKWEBELEM, joined by defendant TUCKER from in or about November 2008 to in or about May 2011, defendant HERNANDEZ from in or about March 2011 to in or about November 2011, defendant SANTANA from in or about October 2009 to in or about August 2010, defendant OKOYE from in or about November 2008 to in or about November 2011, and defendant CHUKWUDI from in or about June 2010 to in or about October 2011, together with others known and unknown to the Grand Jury, knowingly, willfully, and with intent to defraud, executed a scheme and artifice: (a) to defraud a health care benefit program, namely, Medicare, as to material matters in connection with the delivery of and payment for health care benefits, items, and services; and (b) to obtain money from Medicare 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.

III. THE FRAUDULENT SCHEME

26. The fraudulent scheme operated, in substance, as described in paragraph 21 of this Second Superseding Indictment, which is hereby incorporated by reference as if fully set forth herein.

IV. EXECUTION OF THE FRAUDULENT SCHEME

27. On or about the dates set forth below, 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 the scheme to defraud described above, knowingly and willfully submitted and caused to be submitted to Medicare the following false and fraudulent claims:

Count	Defendant(s)	Approx. Date Claim Submitted	Beneficiary and Service	Amount Claimed	Claim No.
TWO	EKWEBELEM	4/15/2008	B.P. - Motorized wheelchair and accessories	$5,900.00	08106809988000
THREE	EKWEBELEM	4/25/2008	M.M. - Motorized wheelchair and accessories	$5,900.00	08116806365000
FOUR	EKWEBELEM, SANTANA, OKOYE	8/9/2010	F.D. - Motorized wheelchair and accessories	$6,570.09	10221874264000
FIVE	EKWEBELEM, TUCKER	9/7/2010	B.M. - Motorized wheelchair and accessories	$7,104.13	10250893264000
SIX	EKWEBELEM, TUCKER, CHUKWUDI	9/29/2010	M.A. - Motorized wheelchair and accessories	$7,061.07	10272854220000

Count	Defendant(s)	Approx. Date Claim Submitted	Beneficiary and Service	Amount Claimed	Claim No.
SEVEN	EKWEBELEM, TUCKER, CHUKWUDI	11/1/2010	W.G. - Motorized wheelchair and accessories, orthotics	$7,967.94	10305879819000
EIGHT	EKWEBELEM, OKOYE	2/9/2011	E.U. - Motorized wheelchair (rental) and accessories	$2,667.58	11040843333000
NINE	EKWEBELEM, OKOYE	4/22/2011	E.U. - Motorized wheelchair (rental) and accessories	$1,400.00	11112806764000
TEN	EKWEBELEM, HERNANDEZ, CHUKWUDI	7/11/2011	P.O. - Motorized wheelchair (rental) and accessories	$4,651.08	11192886051000
ELEVEN	EKWEBELEM, SANTANA, OKOYE	10/19/2009	J.C. - Motorized wheelchair and accessories	$9,650.00	09292861755000
TWELVE	EKWEBELEM, SANTANA, OKOYE	10/19/2009	M.C. - Motorized wheelchair and accessories	$9,650.00	09292861758000
THIRTEEN	EKWEBELEM, SANTANA, OKOYE	4/28/2010	A.D. - Motorized wheelchair and accessories	$5,890.00	10118837597000
FOURTEEN	EKWEBELEM, OKOYE	8/18/2010	R.C. - Motorized wheelchair and accessories	$6,570.09	10230845726000
FIFTEEN	EKWEBELEM, OKOYE	10/21/2010	R.C. - Motorized wheelchair and accessories	$5,390.00	10294801316000
SIXTEEN	EKWEBELEM, CHUKWUDI	11/8/2010	A.M. - Motorized wheelchair and accessories, orthotic	$7,167.58	10312877926000

Count	Defendant(s)	Approx. Date Claim Submitted	Beneficiary and Service	Amount Claimed	Claim No.
SEVENTEEN	EKWEBELEM, CHUKWUDI	11/23/2010	J.M. - Motorized wheelchair and accessories, orthotic	$7,167.54	10327858400000
EIGHTEEN	EKWEBELEM, HERNANDEZ, CHUKWUDI	7/1/2011	G.F. - Motorized wheelchair (rental) and accessories	$2,051.08	11182849574000

COUNTS NINETEEN THROUGH TWENTY-ONE

[42 U.S.C. § 1320a-7b(b)(2)]

[Defendant EKWEBELEM]

28. The Grand Jury hereby repeats and realleges paragraphs 1-19 and 21 of this Second Superseding Indictment as if fully set forth herein.

29. On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendant EKWEBELEM, together with others known and unknown to the Grand Jury, knowingly and willfully offered and paid remuneration, that is, either cash or checks payable in or about the amounts set forth below, to defendant Tucker, defendant Hernandez, and defendant Santana, to induce defendant Tucker, defendant Hernandez, and defendant Santana to refer individuals to Adelco for DME for which payment could be made in

whole and in part under a Federal health care program, namely Medicare.

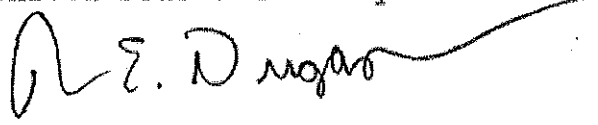
Count	Approx. Date	Transaction
NINETEEN	7/13/2010	Check number 3367, drawn on the Adelco Bank Account, in the amount of $1,200.00, payable to defendant Santana
TWENTY	10/28/2010	Cash payment of $400 to defendant Tucker
TWENTY-ONE	7/8/2011	Check number 3935, drawn on the Adelco Bank Account, in the amount of $550.00, payable to defendant Hernandez

A TRUE BILL

/S/

Foreperson

ANDRÉ BIROTTE JR.
United States Attorney



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

RICHARD E. ROBINSON
Assistant United States Attorney
Chief, Major Frauds Section

STEPHEN A. CAZARES
Assistant United States Attorney
Deputy Chief, Major Frauds Section

KRISTEN A. WILLIAMS
Assistant United States Attorney
Major Frauds Section

ANDRÉ BIROTTE JR.
United States Attorney
ROBERT E. DUGDALE
Assistant United States Attorney
Chief, Criminal Division
KRISTEN A. WILLIAMS (Cal. Bar No. 263594)
CATHY J. OSTILLER (Cal. Bar No. 174582)
Assistant United States Attorneys
Major Frauds Section
1100 United States Courthouse
312 North Spring Street
Los Angeles, California 90012
Telephone: (213) 894-0526/6159
Facsimile: (213) 894-6269
E-mail: Kristen.Williams@usdoj.gov
Cathy.Ostiller@usdoj.gov

Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. CHARLES OKOYE, Defendant.	No. CR 12-1170(B)-MWF-5 AMENDED PLEA AGREEMENT FOR DEFENDANT CHARLES OKOYE

1. This constitutes the plea agreement between Charles Okoye ("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 1 of the

second superseding indictment in United States v. Charles Okoye, et al., CR No. 12-1170(B)-MWF, which charges defendant with conspiracy to commit health care fraud, in violation of 18 U.S.C. § 1349.

b. Not contest facts agreed to in this agreement.

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

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

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

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

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

h. Not seek the discharge of any restitution obligation, in whole or in part, in any present or future bankruptcy proceeding.

3. Defendant understands and acknowledges that as a result of pleading guilty pursuant to this agreement, defendant will be excluded from Medicare, Medicaid, and all Federal health care programs. Defendant agrees to complete and execute all necessary documents provided by the United States Department of Health and Human Services, 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.

4. Defendant further agrees:

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

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

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

THE USAO'S OBLIGATIONS

5. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

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

c. At the time of sentencing, move to dismiss the remaining counts of the second superseding indictment and underlying first superseding 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 offenses up to

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

e. Except for criminal tax violations (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371), not further criminally prosecute defendant for violations of 18 U.S.C. § 1347 arising out of defendant's conduct described in the agreed-to factual basis set forth in paragraph 12 with respect his prescription of medically unnecessary durable medical equipment in exchange for illegal kickbacks from Esteem Medical Supply. Defendant understands that the USAO is free to criminally prosecute defendant for any other unlawful past conduct or any unlawful conduct that occurs after the date of this agreement. Defendant agrees that at the time of sentencing the Court may consider the uncharged conduct in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed after consideration of the Sentencing Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

NATURE OF THE OFFENSES

6. Defendant understands that for defendant to be guilty of the crime charged in count one, that is, conspiracy to commit health care fraud, in violation of Title 18, United States Code, Section 1349, the following must be true: (1) beginning in or about November 2008 and continuing until in or about November 2011, there was an agreement between two or more persons to commit healthcare fraud, in violation of Title 18, United States Code, Section 1347; and (2) defendant became a member of this conspiracy knowing of its object

and intending to help accomplish it. The elements of a violation of Title 18, United States Code, Section 1347, are: (1) defendant knowingly and willfully devised or participated in a scheme to defraud a health care benefit program; (2) the statements made or facts omitted as part of the scheme were material; (3) defendant acted with intent to defraud; and (4) the scheme involved the delivery of or payment for health care benefits, items, or services.

PENALTIES AND RESTITUTION

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

8. Defendant understands that defendant will be required to pay full restitution to the victim(s) 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(s) of the offenses to which defendant is pleading guilty and in amounts greater than those alleged in the count to which defendant is pleading guilty. In particular, defendant agrees that the Court may order restitution to any victim of any of the following for any losses suffered by that victim as a result: (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with the offenses to which defendant is pleading guilty; and (b) any counts dismissed and charges not prosecuted pursuant to this agreement as well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with

those counts. The parties currently believe that the applicable amount of restitution is approximately $931,118.96, but recognize and agree that this amount could change based on facts that come to the attention of the parties prior to sentencing.

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

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

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

FACTUAL BASIS

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

Background

Between in or about November 2008 and in or about November 2011, defendant, a licensed physician, prescribed DME (primarily power wheelchairs ("PWCs")) for patients he referred to Adelco Medical Distributors, Inc. ("Adelco"), a durable medical equipment ("DME") supplier. During that time period, Adelco was owned by co-conspirator Adeline Ekwebelem, and was enrolled as a provider with Medicare, a federal health care benefit program affecting commerce

that provides reimbursement for medically necessary services to persons aged sixty-five years and older and to certain disabled persons. Adelco purported to provide DME to Medicare beneficiaries.

The Conspiracy to Defraud Medicare

During the period described above, in Los Angeles County, within the Central District of California, defendant conspired and agreed with Ekwebelem and others to defraud Medicare by soliciting and receiving illegal kickbacks in exchange for prescribing medically unnecessary PWCs and other DME for Medicare beneficiaries he referred to Adelco. Defendant joined the conspiracy knowing of and intending to help accomplish those goals.

Defendant solicited and received kickbacks from Ekwebelem in exchange for referring Medicare beneficiaries to Adelco for DME that he knew would be billed to Medicare by Adelco. Defendant did so, knowing that Ekwebelem had arranged to have many of the patients he referred to Adelco brought to defendant's clinic for that purpose. Defendant knew that it was illegal to solicit or receive kickbacks in exchange for the referral of patients for PWCs or other DME paid for by Medicare.

Defendant also knew that many of the beneficiaries he referred to Adelco did not medically need PWCs and were able to walk unassisted. Defendant knew that Adelco fraudulently billed Medicare for the PWCs, falsely claiming that PWCs were medically necessary.

During his involvement with the conspiracy, defendant referred approximately 204 beneficiaries to Adelco for PWCs. Defendant billed Medicare approximately $52,802 for claims for services he allegedly provided to the beneficiaries he referred to Adelco for DME, and Medicare paid defendant approximately $29,927 on those claims.

Adelco billed Medicare approximately $1,710,143 for DME claims related to beneficiaries defendant referred, and Medicare paid Adelco approximately $824,566 on those claims.

Other Fraudulent DME Referrals

During approximately the same time period during which defendant was engaged in a conspiracy to commit health care fraud with Ekwebelem and Adelco, he was also prescribing medically unnecessary DME, primarily PWCs, in exchange for kickbacks from the owner of another DME company, Esteem Medical Supply. Defendant referred approximately 21 beneficiaries to Esteem for DME. Esteem billed Medicare approximately $128,221 for DME claims related to those beneficiaries, and Medicare paid Esteem approximately $76,625 on those claims.

SENTENCING FACTORS

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

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

Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(1)]
Loss Between $400,000 And $1 million:	+14	[U.S.S.G. § 2B1.1(b)(1)(I)]
Abuse of a Position of Trust:	+2	[U.S.S.G. § 3B1.3]

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. In particular, the government reserves the right to argue - and defendant reserves the right to oppose - that the loss in this case is approximately $1,891,166 and that an enhancement of +16 for loss under U.S.S.G. § 2B1.1(b)(1)(J) should apply.

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

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

WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

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

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

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

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

WAIVER OF APPEAL OF CONVICTION

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

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

19. Defendant agrees that, provided the Court imposes a total term of imprisonment on all counts of conviction within or below the range corresponding to an offense level of 21 and the criminal history category calculated by the Court, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the

fine imposed by the court, provided it is within the statutory maximum; (d) the amount and terms of any restitution order, provided it requires payment of no more than $931,118.96; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in General Orders 318, 01-05, and/or 05-02 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

20. The USAO agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above and (b) the Court imposes a term of imprisonment within or above the range corresponding to an offense level of 21 and the criminal history category calculated by the Court, the USAO gives up its right to appeal any portion of the sentence, with the exception that the USAO reserves the right to appeal the amount of restitution ordered if that amount is less than $931,118.96.

RESULT OF WITHDRAWAL OF GUILTY PLEA

21. Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement; and (b) should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this

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

RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

EFFECTIVE DATE OF AGREEMENT

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

BREACH OF AGREEMENT

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

be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

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

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

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

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

COURT AND PROBATION OFFICE NOT PARTIES

26. Defendant understands that the Court and the United States Probation Office are not parties to this agreement and need not

accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

27. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 12 are consistent with the facts of this case. While this paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

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

NO ADDITIONAL AGREEMENTS

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

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

ANDRÉ BIROTTE JR.
United States Attorney

KRISTEN A. WILLIAMS
CATHY J. OSTILLER
Assistant United States Attorneys

7/28/14
Date

CHARLES OKOYE
Defendant

7/28/14
Date

LEO FASEN
Attorney for Defendant CHARLES OKOYE

7-28-14
Date

CERTIFICATION OF DEFENDANT

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

CHARLES OKOYE Defendant	7/28/14 Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

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

LEO FASEN
Attorney for Defendant CHARLES OKOYE

7-28-14
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

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

LES MCAFEE
Attorney for Defendant CHARLES OKOYE

Date 8/21/2014

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES -- GENERAL

Case No. **CR 12-1170(B)-MWF** Dated: August 25, 2014

==========

PRESENT: HONORABLE MICHAEL W. FITZGERALD, U.S. DISTRICT JUDGE

Rita Sanchez	Rosalyn Adams	Cathy Ostiller
Courtroom Deputy	Court Reporter	Asst. U.S. Attorney

==========

U.S.A. vs (Dfts listed below)	Attorneys for Defendants
5) Charles Okoye Present - On bond	5) Leslie McAfee Present - Retained

PROCEEDINGS: CHANGE OF PLEA AND SETTING OF SENTENCING DATE

Case called, and counsel make their appearance.

Defendant is sworn. Plea agreement is filed July 28, 2014. The plea agreement is incorporated and made a part of this proceeding.

Defendant withdraws his previously entered plea of not guilty and enters a plea of Guilty to Count One of the Second Superseding Indictment.

The Court questions the defendant regarding the plea of Guilty and finds a factual and legal basis for the plea. The Court finds that the defendant, Charles Okoye, has entered his plea freely and voluntarily with a full understanding of the charges against him and the consequences of his plea. The Court finds that defendant understands his constitutional and statutory rights and wishes to waive them.

The Court refers the defendant to the Probation Office for the preparation of a pre-sentence report and continues the matter to **December 8, 2014, at 3:00 p.m.** for sentencing. The Jury Trial is hereby vacated, as to this defendant only. The defendant is ordered to return on this date.

cc: PSA
USPO

Counsel are notified that Federal Rule of Criminal Procedure 32 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, counsel may file such objections not later than twenty-one (21) days before Sentencing. The Court construes "objections" to include departure arguments. Any party intending to move for a continuance of the Sentencing shall, not later than noon on the Monday preceding the Sentencing, notify opposing counsel and the Courtroom Deputy. Strict compliance with the above is mandatory because untimely filings interfere with the Court's preparation for Sentencing. Failure to meet these deadlines is grounds for sanctions.

United States District Court
Central District of California

UNITED STATES OF AMERICA vs. **Docket No.** CR 12-1170(B)-MWF

Defendant 5. Charles Okoye **Social Security No.** 4 5 9 9

akas: n/a (Last 4 digits)

JUDGMENT AND PROBATION/COMMITMENT ORDER

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

MONTH	DAY	YEAR
Dec.	8	2014

COUNSEL **Les McAfee, Retained**
(Name of Counsel)

PLEA [X] **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:
Count 1 of the Second Superseding Indictment: Conspiracy to Commit Health Care Fraud in violation of 18 U.S.C. §1349, 1347.

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:

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.

It is ordered that the defendant shall pay restitution in the total amount of $931,118.96 pursuant to 18 U.S.C. § 3663A.

The amount of restitution ordered shall be paid as follows:

Victim	Amount
Centers for Medicare/Medicaid Services	$931,118.96

A partial payment of $5,000 shall be paid immediately. 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.

For the amount of restitution ordered in this judgment, the defendant shall be held jointly and severally liable with co-defendant Adeline Ekwebelem, to the extent that co-defendant Ekwebelem is determined liable for the same victim losses. The victim's recovery is limited to the amount of its loss and the defendant's liability for restitution ceases if and when the victim receives full restitution.

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

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

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

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Charles Ikechukwu Okoye, is hereby committed on Count 1 of the 21-Count Second Superseding Indictment to the custody of the Bureau of Prisons for a term of 24 (twenty-four) 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. During the period of community supervision, the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment.

3. The defendant shall apply all monies received from income tax refunds to the outstanding court-ordered financial obligation. In addition, the defendant shall apply all monies received from lottery winnings, inheritance, judgments and any anticipated or unexpected financial gains to the outstanding court-ordered financial obligation.

4. 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.

5. The defendant shall not engage, as whole or partial owner, employee or otherwise, in any business involving federally funded health insurance or entitlement programs without the prior written approval of the Probation Officer. Further, the defendant shall provide the Probation Officer with access to any and all business records, client lists and other records pertaining to the operation of any business owned, in whole or in part, by the defendant, as directed by the Probation Officer.

6. The defendant shall cooperate in the collection of a DNA sample from the defendant.

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.

It is further ordered that the defendant surrender himself to the institution designated by the Bureau of Prisons on or before 12 noon, on February 6, 2015. In the absence of such designation, the defendant shall report on or before the same date and time, to the United States Marshal located at the Roybal Federal Building, 255 East Temple Street, Los Angeles, California 90012.

The Court grants the government's motion to dismiss all remaining counts of the First and Second Superseding Indictment.

The defendant is advised of his right to appeal.

The Court recommends the defendant be designated to a facility located in the Southern California, namely Terminal Island, or in the alternative, Lompoc, CA.

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.

USA vs. 5. Charles Okoye Docket No.: CR 12-1170(B)-MWF

December 15, 2014
Date

HONORABLE MICHAEL W. FITZGERALD
U. S. District Judge

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

Clerk, U.S. District Court

December 16, 2014
Filed Date

By Rita Sanchez /s/
Deputy Clerk

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

STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE

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

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

USA vs. 5. Charles Okoye Docket No.: CR 12-1170(B)-MWF

☐ 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.

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 _____

USA vs. 5. Charles Okoye Docket No.: CR 12-1170(B)-MWF

at _____

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

United States Marshal

_____ By _____

Date Deputy Marshal

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 _____

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

BEFORE THE
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:	)	
Charles Ikechukwu Okoye, M.D.	)	Case No. 8002013001874
Physician's and Surgeon's Certificate No. A 96076	)	
Respondent	)	

DECISION

The attached Stipulated Surrender of License and Order is hereby adopted as the Decision and Order of the Medical Board of California, Department of Consumer Affairs, State of California.

This Decision shall become effective at 5:00 p.m. on April 22, 2015.

IT IS SO ORDERED April 15, 2015.

MEDICAL BOARD OF CALIFORNIA

By: Kimberly Kirchmeyer
Kimberly Kirchmeyer
Executive Director

KAMALA D. HARRIS
Attorney General of California
E. A. JONES III
Supervising Deputy Attorney General
CHRIS LEONG
Deputy Attorney General
State Bar No. 141079
California Department of Justice
300 So. Spring Street, Suite 1702
Los Angeles, CA 90013
Telephone: (213) 897-2575
Facsimile: (213) 897-9395
E-mail: chris.leong@doj.ca.gov
Attorneys for Complainant

BEFORE THE
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against: **CHARLES IKECHUKWU OKOYE, M.D.** **21402 S. Perry Street** **Carson, CA 90745-1609** **Physician's and Surgeon's Certificate** **No. A 96076** Respondent.	Case No. 800-2013-001874 **STIPULATED SURRENDER OF LICENSE AND ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-entitled proceedings that the following matters are true:

PARTIES

1. Kimberly Kirchmeyer (Complainant) is the Executive Director of the Medical Board of California (Board). She brought this action solely in her official capacity and is represented in this matter by Kamala D. Harris, Attorney General of the State of California, by Chris Leong, Deputy Attorney General.

2. CHARLES IKECHUKWU OKOYE, M.D. (Respondent) is represented in this proceeding by attorney Leo Fasen, whose address is 9150 Wilshire Blvd. #175, Beverly Hills, CA 90212.

3. On or about June 21, 2006, the Board issued Physician's and Surgeon's Certificate No. A 96076 to Respondent. The Physician's and Surgeon's Certificate was in full force and effect at all times relevant to the charges brought in Accusation No. 800-2013-001874 and will expire on November 30, 2015, unless renewed.

JURISDICTION

4. Accusation No. 800-2013-001874 was filed before the Board, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on March 2, 2015. Respondent has not filed his Notice of Defense contesting the Accusation. A copy of Accusation No. 800-2013-001874 is attached as Exhibit A and is incorporated by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 800-2013-001874. Respondent also has carefully read, fully discussed with counsel, and understands the effects of this Stipulated Surrender of License and Order.

6. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel, at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

8. Respondent admits the truth of each and every charge and allegation in Accusation No. 800-2013-001874, agrees that cause exists for discipline and hereby surrenders his Physician's and Surgeon's Certificate No. A96076 for the Board's formal acceptance.

9. Respondent understands that by signing this stipulation he enables the Board to issue an order accepting the surrender of his Physician's and Surgeon's Certificate without further process.

CONTINGENCY

10. This stipulation shall be subject to approval by the Medical Board of California. Respondent understands and agrees that counsel for Complainant and the staff of the Medical Board of California may communicate directly with the Board regarding this stipulation and surrender, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Surrender and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

11. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Surrender of License and Order, including Portable Document Format (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

12. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Order:

ORDER

IT IS HEREBY ORDERED that Physician's and Surgeon's Certificate No. A96076, issued to Respondent CHARLES IKECHUKWU OKOYE, M.D., is surrendered and accepted by the Medical Board of California.

///

1. The surrender of Respondent's Physician's and Surgeon's Certificate and the acceptance of the surrendered license by the Board shall constitute the imposition of discipline against Respondent. This stipulation constitutes a record of the discipline and shall become a part of Respondent's license history with the Medical Board of California.

2. Respondent shall lose all rights and privileges as a physician and surgeon in California as of the effective date of the Board's Decision and Order.

3. Respondent shall cause to be delivered to the Board his pocket license and, if one was issued, his wall certificate on or before the effective date of the Decision and Order.

4. If Respondent ever files an application for licensure or a petition for reinstatement in the State of California, the Board shall treat it as a petition for reinstatement. Respondent must comply with all the laws, regulations and procedures for reinstatement of a revoked license in effect at the time the petition is filed, and all of the charges and allegations contained in Accusation No. 800-2013-001874 shall be deemed to be true, correct and admitted by Respondent when the Board determines whether to grant or deny the petition.

5. If Respondent should ever apply or reapply for a new license or certification, or petition for reinstatement of a license, by any other health care licensing agency in the State of California, all of the charges and allegations contained in Accusation, No. 800-2013-001874 shall be deemed to be true, correct, and admitted by Respondent for the purpose of any Statement of Issues or any other proceeding seeking to deny or restrict licensure.

ACCEPTANCE

I have carefully read the above Stipulated Surrender of License and Order and have fully discussed it with my attorney, Leo Fasen. I understand the stipulation and the effect it will have on my Physician's and Surgeon's Certificate. I enter into this Stipulated Surrender of License and Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Medical Board of California.

DATED: 03/16/2015

CHARLES IKECHUKWU OKOYE, M.D.
Respondent

I have read and fully discussed with Respondent CHARLES IKECHUKWU OKOYE, M.D. the terms and conditions and other matters contained in this Stipulated Surrender of License and Order. I approve its form and content.

DATED: 3/16/15

LEO FASEN, ESQ.
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Surrender of License and Order is hereby respectfully submitted for consideration by the Medical Board of California of the Department of Consumer Affairs.

Dated: 4/1/15

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
E. A. JONES III
Supervising Deputy Attorney General

CHRIS LEONG
Deputy Attorney General
Attorneys for Complainant

LA2015600087
61508277.doc

Exhibit A

Accusation No. 800-2013-001874

KAMALA D. HARRIS
Attorney General of California
E. A. JONES III
Supervising Deputy Attorney General
CHRIS LEONG
Deputy Attorney General
State Bar No. 141079
California Department of Justice
300 So. Spring Street, Suite 1702
Los Angeles, CA 90013
Telephone: (213) 576-7776
Facsimile: (213) 897-1071
Attorneys for Complainant

FILED
STATE OF CALIFORNIA
MEDICAL BOARD OF CALIFORNIA
SACRAMENTO March 2 2015
BY K. Voong ANALYST

BEFORE THE
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:	Case No. 800-2013-001874
CHARLES IKECHUKWU OKOYE, M.D., 21402 S. Perry Street Carson, California 90745-1609 Physician's and Surgeon's Certificate No. A 96076, Respondent.	**A C C U S A T I O N**

Complainant alleges:

PARTIES

1. Kimberly Kirchmeyer ("Complainant") brings this Accusation solely in her official capacity as Executive Director of the Medical Board of California ("Board").

2. On or about June 21, 2006, the Board issued Physician's and Surgeon's Certificate No. A 96076 to Charles Ikechukwu Okoye, M.D. ("Respondent"). The Physician's and Surgeon's Certificate was in effect at all times relevant to the charges brought herein and expires on November 30, 2015, unless renewed. On July 29, 2014, a court ordered suspension was issued and the matter is pending.

///

JURISDICTION

3. This Accusation is brought before the Board under the authority of the following sections of the Business and Professions Code (Code), Government Code, and Health and Safety Code.

4. Section 2004 of the Code states:

"The Board shall have the responsibility for the following:

"(a) The enforcement of the disciplinary and criminal provisions of the Medical Practice Act.

"(b) The administration and hearing of disciplinary actions.

"(c) Carrying out disciplinary actions appropriate to findings made by a medical quality review committee, the division, or an administrative law judge.

"(d) Suspending, revoking, or otherwise limiting certificates after the conclusion of disciplinary actions.

"(e) Reviewing the quality of medical practice carried out by physician and surgeon certificate holders under the jurisdiction of the board."

5. Section 2227 of the Code provides that a licensee who is found guilty under the Medical Practice Act may have his or her license revoked, suspended for a period not to exceed one year, placed on probation and be required to pay the costs of probation monitoring, or other action taken in relation to discipline as the Board deems proper.

6. Section 2234 of the Code states:

"The Board shall take action against any licensee who is charged with unprofessional conduct. In addition to other provisions of this article, unprofessional conduct includes, but is not limited to, the following:

"(a) Violating or attempting to violate, directly or indirectly, assisting in or abetting the violation of, or conspiring to violate any provision of this chapter.

"(b) Gross negligence.

"(c) Repeated negligent acts. To be repeated, there must be two or more negligent acts or omissions. An initial negligent act or omission followed by a separate and

distinct departure from the applicable standard of care shall constitute repeated negligent acts.

"(1) An initial negligent diagnosis followed by an act or omission medically appropriate for that negligent diagnosis of the patient shall constitute a single negligent act.

"(2) When the standard of care requires a change in the diagnosis, act, or omission that constitutes the negligent act described in paragraph (1), including, but not limited to, a reevaluation of the diagnosis or a change in treatment, and the licensee's conduct departs from the applicable standard of care, each departure constitutes a separate and distinct breach of the standard of care.

"(d) Incompetence.

"(e) The commission of any act involving dishonesty or corruption which is substantially related to the qualifications, functions, or duties of a physician and surgeon.

"(f) Any action or conduct which would have warranted the denial of a certificate."

7. Section 2236 of the Code states:

"(a) The conviction of any offense substantially related to the qualifications, functions, or duties of a physician and surgeon constitutes unprofessional conduct within the meaning of this chapter [Chapter 5, the Medical Practice Act]. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred.

"(b) The district attorney, city attorney, or other prosecuting agency shall notify the Division of Medical Quality of the pendency of an action against a licensee charging a felony or misdemeanor immediately upon obtaining information that the defendant is a licensee. The notice shall identify the licensee and describe the crimes charged and the facts alleged. The prosecuting agency shall also notify the clerk of the court in which the action is pending that the defendant is a licensee, and the clerk shall record prominently in the file that the defendant holds a license as a physician and surgeon.

"(c) The clerk of the court in which a licensee is convicted of a crime shall, within 48 hours after the conviction, transmit a certified copy of the record of conviction to

the board. The division may inquire into the circumstances surrounding the commission of a crime in order to fix the degree of discipline or to determine if the conviction is of an offense substantially related to the qualifications, functions, or duties of a physician and surgeon.

"(d) A plea or verdict of guilty or a conviction after a plea of nolo contendere is deemed to be a conviction within the meaning of this section and Section 2236.1. The record of conviction shall be conclusive evidence of the fact that the conviction occurred."

FIRST CAUSE FOR DISCIPLINE

(Conviction of Substantially Related Crimes)

8. Respondent is subject to disciplinary action under section 2236 of the Code in that he has been convicted of crimes which are substantially related to the qualifications, functions, or duties of a physician. The circumstances are as follows:

Conviction

9. On June 13, 2013, in the United States District Court, Central District of California, a First Superseding Indictment was filed in a case entitled *United States of America vs. Charles Okoye*, case number CR-12-01170, charging in Count One, that Respondent, a licensed physician and enrolled Medicare provider, between in or about November 2008 and in or about November 2011, referred more than 200 Medicare beneficiaries to Adelco for durable medical equipment, primarily power wheel chairs ("PWCs") from his medical clinic, located at 4405 South Main Street in Los Angeles, California. Respondent also billed Medicare for services he allegedly provided to approximately 150 of those beneficiaries, in violation of Title 18, United States Code, Section 1349.

10. On or about January 21, 2015, Respondent entered into a Plea Agreement (hereinafter, the "Plea Agreement") with the United States Attorney's Office for the Central District of California pursuant to which the Respondent agreed to plead guilty to the two-count information referred to above.

11. As part of the Plea Agreement, Respondent formally acknowledged that, in connection with his convictions above:

///

"Defendant's Obligations

"[Respondent] agrees to:

....

"3. [Respondent] understands and acknowledges that as a result of pleading guilty pursuant to this agreement, [Respondent] will be excluded from Medicare, Medicaid, and all Federal health care programs. [Respondent] 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 effect this exclusion within 60 days of receiving the documents. This exclusion will not affect [Respondent's] right to apply for and receive benefits as a beneficiary under any Federal health care program including Medicare and Medicaid."

"4. [Respondent] further agrees:

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

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

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

" Nature of the Offenses

"[Respondent] understands that for the [Respondent] to be guilty of the crime charged in Count one, that is, conspiracy to commit health care fraud, in violation of Title 18, United States code, Section 1349, the following must be true: (1) beginning in or about November 2008 and continuing until in or about November 2011, there was an agreement between two or more persons to commit healthcare fraud, in violation of Title 18, United States code, Section 1347; and (2) [Respondent] became a member of this conspiracy knowing of its object and intending to help accomplish it. The elements of a violation of Title 18, United States code, Section 1347, are: (1) [Respondent] knowingly and willfully devised or participated in a scheme to defraud a health

care benefit program; (2) the statements made of facts omitted as part of the scheme were material; (3) [Respondent] acted with intent to defraud; and (4) the scheme involved the delivery of or payment for health care benefits, items, or services."

12. As part of the Plea Agreement, Respondent formally admitted that, in connection with his convictions above:

"Factual Basis

"[Respondent] admits that [Respondent] is, in fact, guilty of the offenses to which [Respondent] is agreeing to plead guilty. [Respondent] and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support pleas of guilty to the charges described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 14 below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

"Background

"Between in or about November 2008 and in or about November 2011, [Respondent], a licensed physician, prescribed DME (primarily power wheelchairs ("PWCs") for patients he referred to Adelco Medical Distributors, Inc. ("Adelco"), a durable medical equipment ("DME") supplier. During that time period, Adelco was owned by co-conspirator Adeline Ekwebelem, and was enrolled as a provider with Medicare, a federal health care benefit program affecting commerce that provides reimbursement for medically necessary services to persons aged sixty-five years and older and to certain disabled persons. Adelco purported to provide DME to Medicare beneficiaries.

"The Conspiracy to Defraud Medicare

"During the period described above, in Los Angeles County, within the central District of California, [Respondent] conspired and agreed with Ekwebelem and others to defraud Medicare by soliciting and receiving illegal kickbacks in exchange for prescribing medically unnecessary PWCs and other DME for Medicare beneficiaries he referred to Adelco. Defendant joined the conspiracy knowing of and intending to help accomplish those goals.

"[Respondent] solicited and received kickbacks from Ekwebelem in exchange for

referring Medicare beneficiaries to Adelco for DME that he knew would be billed to Medicare by Adelco. [Respondent] did so, knowing that Ekwebelem had arranged to have many of the patients he referred to Adelco brought to [Respondent's] clinic for that purpose. [Respondent] knew that it was illegal to solicit or receive kickbacks in exchange for the referral of patients for PWCs or other DME paid for by Medicare.

"[Respondent] also knew that many of the beneficiaries he referred to Adelco did not medically need PWCs and were able to walk unassisted. [Respondent] knew that Adelco fraudulently billed Medicare for the PWCs, falsely claiming that PWCs were medically necessary.

"During his involvement with the conspiracy, [Respondent] referred approximately 204 beneficiaries to Adelco for PWCs. Defendant billed Medicare approximately $52,802 for claims for services he allegedly provided to the beneficiaries he referred to Adelco for DME, and Medicare paid [Respondent] approximately $29,927 on those claims.

"Adelco billed Medicare approximately $1,710,145 for DME claims related to beneficiaries defendant referred, and Medicare paid Adelco approximately $824,566 on those claims.

"Other Fraudulent DME Referrals

"During approximately the same time period during which [Respondent] was engaged in a conspiracy to commit health care fraud with Ekwebelem and Adelco, he was also prescribing medically unnecessary DME, primarily PWCs, in exchange for kickbacks from the owner of another DME company, Esteem Medical Supply. [Respondent] referred approximately 21 beneficiaries to Esteem for DME. Esteem billed Medicare approximately $128,221 for DME claims related to those beneficiaries, and Medicare paid Esteem approximately $76,625 on those claims."

Sentence

13. On December 8, 2014, at a sentencing hearing, Respondent was committed on Count 1 of the 21 count Second Superseding Indictment to the custody of the Bureau of Prisons for 24 months, with supervised release thereafter for 3 years under the terms and

conditions of the U.S. Probation office and General order 05-02. Respondent was ordered to pay restitution of $931,118.96. Respondent was ordered to surrender into custody not later than February 6, 2015.

Judgment

14. On December 16, 2014, Judgment and Commitment as to Respondent was rendered on the terms set forth in the sentencing.

SECOND CAUSE FOR DISCIPLINE

(Commission of Acts Involving Dishonesty or Corruption)

15. By reason of the foregoing allegations, Respondent is subject to disciplinary action under section 2234, subdivision (e), of the Code in that he has committed acts involving dishonesty or corruption which are substantially related to the qualifications, functions, or duties of a physician and surgeon. The facts and circumstances alleged above in paragraphs 8 through 14 are incorporated here as if fully set forth.

THIRD CAUSE FOR DISCIPLINE

(Unprofessional Conduct)

16. Respondent is subject to disciplinary action under Code section 2234 in that he engaged in unprofessional conduct as described above. The facts and circumstances alleged above in paragraphs 8 through 15 are incorporated here as if fully set forth.

///

///

///

///

///

///

///

///

///

///

PRAYER

WHEREFORE, Complainant request that a hearing be held on the matters herein alleged, and that following the hearing, the Medical Board of California issue a decision:

1. Revoking or suspending Physician's and Surgeon's Certificate Number A 96076, issued to Charles Ikechukwu Okoye, M.D.;

2. Revoking, suspending or denying approval of his authority to supervise physician assistants, pursuant to section 3527 of the Code;

3. Ordering him to pay the Medical Board of California, if placed on probation, the cost of probation monitoring; and

4. Taking such other and further action as deemed necessary and proper.

DATED: March 2, 2015

KIMBERLY KIRCHMEYER
Executive Director
Medical Board of California
Department of Consumer Affairs
State of California
Complainant

LA20156000087
61495030.docx