

FILED

2014 SEP -5 PM 2: 54

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

BY: _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

June 2014 Grand Jury

CR 14 00512

UNITED STATES OF AMERICA,

CR No. 14-

Plaintiff,

I N D I C T M E N T

v.

[18 U.S.C. § 1347: Health Care Fraud; 18 U.S.C. § 1956(h): Conspiracy to Launder Monetary Instruments; 18 U.S.C. § 1956(a)(1)(B)(i): Concealment Money Laundering; 18 U.S.C. § 2: Aiding and Abetting and Causing An Act To Be Done]

PRISCILLA VILLABROZA,
SHARON PATROW,
aka "Sharon Garcia,"
SRI WIJEGONARATNA, M.D.,
aka "Dr. J,"
BOYAO HUANG, M.D.,
NANCY BRIONES, R.N., and
ROSEILYN MONTANA,

Defendants.

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1347; 18 U.S.C. § 2]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to the Indictment:

The Defendants, Their Co-Schemers, and Related Entities

1. California Hospice Care, LLC ("California Hospice") was located at 740 East Arrow Highway, Suites C and D, Covina, California, within the Central District of California.

1 2. Defendant PRISCILLA VILLABROZA ("VILLABROZA") purchased and
2 financed the purchase of California Hospice for approximately
3 \$300,000 in or about November 2007.

4 3. In addition to California Hospice, defendant VILLABROZA
5 owned and operated the following health care companies within the
6 Central District of California and elsewhere: Medicare Plus Home
7 Health Providers, Inc., doing business as ("dba") Blue Diamond Home
8 Health Providers ("Medicare Plus" or "Blue Diamond"), a purported home
9 health agency; Excel Plus Home Health Services, Inc. ("Excel Plus"),
10 a purported nursing registry; Unicare Health Professional
11 ("Unicare"), a dba used by defendant VILLABROZA for herself; Unicare
12 Health Professionals, LLC ("Unicare LLC"); and Nevada Home Health
13 Providers, Inc. ("NHHP"), a purported home health agency.

14 4. Defendant SHARON PATROW, also known as ("aka") "Sharon
15 Garcia" ("PATROW"), defendant VILLABROZA's daughter, operated
16 California Hospice with defendant VILLABROZA.

17 5. Defendants VILLABROZA and PATROW were the only signatories
18 on, and jointly controlled, California Hospice's bank account at
19 Wells Fargo Bank, with an account number ending in 1910 (the "Wells
20 Fargo Account"). Defendant VILLABROZA also controlled the bank
21 accounts of Medicare Plus, Excel Plus, Unicare, Unicare LLC, and NHHP.

22 6. Defendant SRI WIJEGONARATNA, M.D., aka "Dr. J"
23 ("WIJEGONARATNA"), was a physician and patient recruiter at
24 California Hospice.

25 7. Defendant BOYAO HUANG, M.D. ("HUANG") was a physician at
26 California Hospice.

27 8. Defendant NANCY BRIONES, R.N. ("BRIONES") was a registered
28 nurse and patient recruiter at California Hospice.

1 9. Defendant ROSEILYN MONTANA ("MONTANA") was a patient
2 recruiter at California Hospice.

3 10. Co-schemer E.C. was the Director of Nursing ("DON") at
4 California Hospice.

5 11. Co-schemers M.S., K.C., and J.L. were quality assurance
6 ("QA") nurses at California Hospice.

7 12. Co-schemers D.G., E.O., and R.P. were patient recruiters at
8 California Hospice.

9 The Medicare and Medi-Cal Programs

10 13. Medicare was a federal health care benefit program,
11 affecting commerce, that provided benefits to individuals who were
12 over the age of 65 or disabled.

13 14. Medicare was administered by the Centers for Medicare and
14 Medicaid Services ("CMS"), a federal agency under the United States
15 Department of Health and Human Services ("HHS").

16 15. Medi-Cal was a health care benefit program, affecting
17 commerce, for indigent individuals in California. Funding for Medi-
18 Cal was shared between the federal government and the State of
19 California.

20 16. The California Department of Health Care Services ("CAL-
21 DHCS") administered the Medi-Cal program. CAL-DHCS authorized
22 provider participation, determined beneficiary eligibility, issued
23 Medi-Cal cards to beneficiaries, and promulgated regulations for the
24 administration of the program.

25 17. Individuals receiving Medicare and Medi-Cal benefits were
26 known as "beneficiaries." Each Medicare beneficiary was given a
27 Health Identification Card Number ("HICN") unique to that
28 beneficiary.

1 18. Hospices, physicians, and other health care providers who
2 provided services to beneficiaries that were reimbursed by Medicare
3 and Medi-Cal were referred to as "providers."

4 19. To become eligible to participate in Medicare, Medicare
5 required prospective hospice providers to be licensed by a state or
6 local agency. After obtaining the applicable license, Medicare
7 required prospective hospice providers to submit an application in
8 which the prospective provider agreed to (a) comply with all
9 Medicare-related laws and regulations, including the prohibition
10 against payment of kickbacks for the referral of Medicare
11 beneficiaries; and (b) not to submit claims for payment to Medicare
12 knowing they were false or fraudulent or with deliberate ignorance or
13 reckless disregard of their truth or falsity. If Medicare approved
14 the application, Medicare assigned the provider an identifying
15 number, which enabled the provider to submit claims to Medicare for
16 reimbursement for services provided to Medicare beneficiaries.

17 20. To qualify for reimbursement for hospice services, Medicare
18 and Medi-Cal required a physician to certify that a beneficiary was
19 terminally ill. Medicare and Medi-Cal considered a beneficiary to be
20 "terminally ill" if the beneficiary's life expectancy was six months
21 or less if the illness ran its normal course. Hospice services
22 reimbursed by Medicare and Medi-Cal were palliative rather than
23 curative in nature and included, but were not limited to, medications
24 to manage pain symptoms, necessary medical equipment, and the
25 provision of bereavement services to surviving family members.

26 21. If a beneficiary had a primary care physician ("PCP"),
27 Medicare and Medi-Cal required the PCP and a physician at a hospice
28 to certify in writing that the beneficiary was terminally ill with a

1 life expectancy of six months or less, if the terminal illness ran
2 its normal course.

3 22. Medicare covered hospice services for those beneficiaries
4 who were eligible for Medicare Part A (hospital-related services).
5 When a Medicare beneficiary elected hospice coverage, the beneficiary
6 waived all rights to Medicare Part B (covering outpatient physician
7 services and procedures) coverage of services to treat or reverse the
8 beneficiary's terminal illness while the beneficiary was on hospice.

9 23. A beneficiary could elect to receive hospice benefits for
10 two periods of 90 days and, thereafter, additional services for
11 periods of 60 days per period.

12 24. After the first 90 day period, for the beneficiary to
13 continue to receive hospice benefits, Medicare required that a
14 physician re-certify that the beneficiary was terminally ill and
15 include clinic findings or other documentation supporting the
16 diagnosis of terminal illness. For re-certifications on or after
17 January 1, 2011, Medicare required a hospice physician or nurse
18 practitioner to meet with the beneficiary in-person before signing a
19 certification of terminal illness.

20 25. Most providers, including California Hospice, submitted
21 their claims electronically pursuant to an agreement with Medicare
22 that they would submit claims that were accurate, complete, and
23 truthful.

24 B. THE FRAUDULENT SCHEME

25 26. Beginning in or about November 2007, and continuing through
26 in or about June 2013, in Los Angeles County, within the Central
27 District of California, and elsewhere, defendants VILLABROZA, PATROW,
28 WIJEGONARATNA, HUANG, BRIONES, and MONTANA, together with others

1 known and unknown to the Grand Jury, knowingly, willfully, and with
2 intent to defraud, executed and attempted to execute a scheme and
3 artifice: (a) to defraud health care benefit programs, namely,
4 Medicare and Medi-Cal, as to material matters in connection with the
5 delivery of and payment for health care benefits, items, and
6 services; and (b) to obtain money from Medicare and Medi-Cal by means
7 of material false and fraudulent pretenses and representations and
8 the concealment of material facts in connection with the delivery of
9 and payment for health care benefits, items, and services.

10 27. The fraudulent scheme operated, in substance, in the
11 following manner:

12 Efforts to Conceal Defendant VILLABROZA's Interest in California
13 Hospice

14 a. On or about August 15, 2007, federal agents executed a
15 search warrant at Medcare Plus. Shortly thereafter, defendant
16 VILLABROZA learned that she was under investigation for health care
17 fraud and the payment of illegal kickbacks for the referral of
18 beneficiaries to Medcare Plus.

19 b. On or about November 29, 2007, defendant VILLABROZA
20 purchased and financed the purchase of California Hospice. To
21 conceal her ownership interest in California Hospice from federal
22 agents investigating fraud at Medcare Plus, from Medicare, and from
23 Medi-Cal, defendant VILLABROZA, in furtherance of the scheme to
24 defraud, identified, and caused to be identified, defendant PATROW
25 and co-conspirator E.C. as the co-owners of California Hospice on
26 documents filed with the State of California, Medicare, Medi-Cal, and
27 the Internal Revenue Service.

28

1 c. On or about January 22, 2008, defendants VILLABROZA
2 and PATROW opened and caused to be opened the Wells Fargo Account for
3 California Hospice. Defendant VILLABROZA funded the opening of the
4 Wells Fargo Account with a check from Excel Plus.

5 d. Between in or about January 2008 and in or about July
6 2009, defendant VILLABROZA funded California Hospice's operations by
7 making deposits into the Wells Fargo Account. California Hospice
8 generally recorded these deposits by defendant VILLABROZA in its
9 books and records as "Loans to/from Owners."

10 e. On or about May 13, 2008, defendants VILLABROZA and
11 PATROW submitted and caused to be submitted a Medicare provider
12 application for California Hospice. The application, signed by
13 defendant PATROW under penalty of perjury, was false because
14 defendant VILLABROZA's ownership interest in California Hospice was
15 not disclosed to Medicare as required by the application.

16 f. On or about August 19, 2008, defendant VILLABROZA pled
17 guilty to participating in a scheme to defraud Medi-Cal operated out
18 of Medicare Plus, in violation of 18 U.S.C. § 1347, in United States
19 v. Villabroza, Case No. CR 08-782-GAF (Central District of
20 California).

21 g. On or about April 16, 2009, defendants VILLABROZA and
22 PATROW submitted and caused to be submitted a provider application to
23 Medi-Cal, which defendant PATROW signed under penalty of perjury. As
24 part of the application, and in furtherance of the scheme to defraud,
25 defendant PATROW falsely certified that no owner, officer, director,
26 employee or agent of California Hospice had been convicted of an
27 offense involving fraud on a government program within the previous
28 10 years. This certification was false because, as defendant PATROW

1 then well knew, defendant VILLABROZA was an owner, employee, and
2 agent of California Hospice and had been convicted of health care
3 fraud in Case No. CR 08-782-GAF. As a result of concealing defendant
4 VILLABROZA's interest in California Hospice in this manner,
5 defendants VILLABROZA and PATROW furthered the scheme to engage in
6 health care fraud, for had defendant VILLABROZA's true interest in
7 California Hospice been disclosed, California Hospice would not have
8 received a Medi-Cal provider number and would not have been able to
9 bill Medi-Cal fraudulently for health care services.

10 h. Between in or about July 2009 and in or about July
11 2011, defendant VILLABROZA wrote checks from the Wells Fargo Account
12 to Medicare Plus, Unicare, Excel Plus, and NHHP using funds obtained
13 from Medicare and Medi-Cal for purportedly providing hospice-related
14 services to beneficiaries. These checks were frequently recorded in
15 California Hospice's books and records as "Loans to/from Owners."

16 i. On or about May 26, 2010, defendant VILLABROZA filed
17 for Chapter 7 bankruptcy, in the Central District of California, Case
18 No. 10-17107-RK (the "Villabroza Bankruptcy"). In connection with
19 the Villabroza Bankruptcy, and in furtherance of the scheme to
20 defraud, defendant VILLABROZA filed a petition, which she signed
21 under penalty of perjury, in which defendant VILLABROZA, among other
22 false statements, concealed and failed to disclose her ownership
23 interest in California Hospice.

24 j. On or about July 24, 2011, in connection with
25 defendant VILLABROZA's sentencing in Case No. CR 08-782-GAF, and in
26 furtherance of the scheme to defraud, defendants VILLABROZA and
27 PATROW submitted a letter to the United States District Court falsely
28 stating that defendant VILLABROZA "has no ownership interest, nor

1 exercises any influence or control over California Hospice Care,
2 LLC." This statement was false because, as defendants VILLABROZA and
3 PATROW then well knew, defendant VILLABROZA was an owner of
4 California Hospice and defendant VILLABROZA controlled the Wells
5 Fargo Account.

6 k. While defendant VILLABROZA was serving the sentence in
7 Case No. CR 08-782-GAF, defendant VILLABROZA continued to manage the
8 operations of California Hospice, including through directions given
9 during meetings with defendant PATROW and co-schemer E.C.

10 Recruitment of Beneficiaries and Fraudulent Hospice Admissions

11 l. California Hospice received few, if any, referrals
12 from beneficiaries' PCPs. Rather, defendants VILLABROZA and PATROW
13 paid patient recruiters, known as "marketers" or "cappers," including
14 defendant MONTANA and co-schemers R.P., E.O., and D.G., illegal
15 kickbacks in exchange for their referring beneficiaries to California
16 Hospice. The amount of the kickback varied depending on the
17 agreement between defendant VILLABROZA, defendant PATROW, and the
18 marketer, but generally ranged between \$400 and \$1000 per month for
19 each month a beneficiary referred by the marketer purportedly
20 received hospice-related services.

21 m. Defendant MONTANA referred beneficiaries to California
22 Hospice knowing that the beneficiaries were not terminally ill.

23 n. Defendants VILLABROZA and PATROW paid marketers in a
24 variety of ways, including by checks drawn on the Wells Fargo
25 Account, the accounts of Unicare and Unicare LLC, and personal bank
26 accounts, as well as in cash.

27 o. For some of the marketers, including co-schemer R.P.,
28 defendant VILLABROZA would decide whether to refer the beneficiary to

1 one of defendant VILLABROZA's home health care companies, such as
2 Blue Diamond, and bill or cause Medicare or Medi-Cal to be billed for
3 home health care services, or to refer the beneficiary to California
4 Hospice, and bill or cause Medicare or Medi-Cal to be billed for
5 hospice-related services.

6 p. Defendants VILLABROZA and PATROW referred to marketers
7 as "business liaisons," "community liaisons," and "business
8 development representatives" in an effort to disguise the illegal
9 nature of their illegal kickback relationship with these marketers.

10 q. Defendants VILLABROZA and PATROW also paid medical
11 professionals, including defendant WIJEGONARATNA and defendant
12 BRIONES, illegal kickbacks for referring beneficiaries to California
13 Hospice. A significant number of the beneficiaries referred by
14 defendant WIJEGONARATNA were drug addicts who sought hospice care in
15 order to obtain access to high-strength prescription pain killers.

16 r. If a recruited beneficiary was eligible to receive
17 hospice benefits from Medicare or Medi-Cal, co-schemers E.C. or M.S.
18 would direct an R.N., such as defendant BRIONES, to conduct an
19 initial assessment. During these assessments, defendant BRIONES
20 observed that virtually all of the beneficiaries referred to
21 California Hospice were not terminally ill. Nevertheless, in an
22 effort to make it appear that these beneficiaries suffered from very
23 serious medical conditions, defendant BRIONES created false medical
24 records, including "Functional Assessment Scales," in which defendant
25 BRIONES falsely stated that the beneficiary could not speak.

26 s. Regardless of the outcome of the assessment performed
27 by the R.N., defendant WIJEGONARATNA, defendant HUANG, or another
28 California Hospice physician created a fraudulent diagnosis and

1 falsely certified that the beneficiary was terminally ill. In fact,
2 and as defendants WIJEGONARATNA and HUANG then well knew from
3 examining the beneficiaries and reviewing the beneficiaries' medical
4 records, the overwhelming majority of California Hospice
5 beneficiaries were not terminally ill.

6 t. Once the beneficiary was admitted to hospice,
7 defendants VILLABROZA and PATROW caused California Hospice to
8 fraudulently bill Medicare or Medi-Cal for purportedly providing
9 hospice-related services, which were in fact unnecessary.

10 u. To convince beneficiaries to sign up for unnecessary
11 hospice care, marketers, including defendant BRIONES, falsely
12 promised beneficiaries that accepting services from California
13 Hospice would not affect the beneficiaries' ability to receive
14 services from the beneficiaries' primary care physician ("PCP").

15 v. For instance, in or about March 2011, defendant
16 BRIONES falsely told beneficiary J.R. that J.R. could remain on the
17 United Network of Organ Sharing ("UNOS") liver transplant list at the
18 University of California, Los Angeles ("UCLA") even if J.R. elected
19 to receive hospice services. Defendant WIJEGONARATNA, without
20 consulting J.R.'s PCP, admitted J.R. to California Hospice. In or
21 about June 2011, UCLA, believing that J.R. wished to receive
22 palliative hospice care rather than a liver transplant, removed J.R.
23 from the UNOS transplant list. Once J.R. learned of her removal from
24 the UNOS transplant list, J.R. and J.R.'s spouse terminated hospice
25 services and J.R. was eventually reinstated to the UNOS liver
26 transplant list.

27 w. In response to California Hospice's high volume of
28 claims, a Medicare contractor issued California Hospice Additional

1 Development Requests ("ADRs"), which sought further documentation to
2 support claims for hospice-related services.

3 x. To support the fraudulent diagnoses of terminal
4 illness made by defendant WIJEGOONARATNA and defendant HUANG and to
5 secure payments from Medicare, co-schemers E.C., M.S., K.C., J.L.,
6 with the knowledge and assent of defendant PATROW, submitted and
7 caused to be submitted to Medicare false information, including
8 medical records they altered and caused to be altered in response to
9 ADRs. In particular, and in effort to make it appear that
10 beneficiaries were terminally ill, advanced directives were altered
11 to make it appear that the beneficiaries did not want to receive CPR
12 or other heroic measures when, in fact, the true advanced directives
13 completed by the beneficiaries had stated that such life-saving
14 procedures should be performed in the event of a medical crisis.
15 Medicare submitted payment on claims subject to an ADR to the Wells
16 Fargo Account controlled by defendants VILLABROZA and PATROW.

17 y. Between in or about March 2009 and in or about June
18 2013, defendants VILLABROZA, PATROW, WIJEGOONARATNA, HUANG, BRIONES,
19 and MONTANA submitted and caused to be submitted false and fraudulent
20 claims to Medicare and Medi-Cal for hospice-related services in the
21 amounts of approximately \$6,861,346 and \$2,049,356, respectively.
22 Based on these claims, Medicare and Medi-Cal paid California Hospice
23 approximately \$5,464,568 and \$1,968,761, respectively. Payment on
24 these false and fraudulent claims was made electronically to the
25 Wells Fargo Account.

26 C. EXECUTIONS OF THE FRAUDULENT SCHEME

27 28. On or about the dates set forth below, within the Central
28 District of California, and elsewhere, the following defendants,

1 together with others known and unknown to the Grand Jury, for the
 2 purpose of executing the scheme to defraud described above, knowingly
 3 and willfully submitted and caused to be submitted to Medicare the
 4 following false and fraudulent claims for hospice-related services:

COUNT	DEFENDANTS	CLAIM NO.	DATE CLAIM SUBMITTED	AMOUNT OF CLAIM	BENEFICIARY
ONE	VILLABROZA, PATROW, WIJEGONARATNA	21025100 636302	9/3/2010	\$6,258.98	A.D.
TWO	VILLABROZA, PATROW, WIJEGONARATNA	21025100 636402	9/3/2010	\$6,258.98	F.O.
THREE	VILLABROZA, PATROW, WIJEGONARATNA	21025100 636502	9/3/2010	\$6,258.98	L.O.
FOUR	VILLABROZA, PATROW, WIJEGONARATNA, BRIONES	21030700 441302	11/3/2010	\$6,303.08	R.V.
FIVE	VILLABROZA, PATROW, WIJEGONARATNA, BRIONES	21109600 012202	4/5/2011	\$6,783.58	J.R.
SIX	VILLABROZA, PATROW, WIJEGONARATNA, BRIONES	21109700 705308	4/7/2011	\$5,097.35	E.U.
SEVEN	VILLABROZA, PATROW, WIJEGONARATNA, MONTANA	21112600 15540	5/5/2011	\$6,292.35	F.L.
EIGHT	VILLABROZA, PATROW, WIJEGONARATNA, MONTANA	21112600 154902	5/5/2011	\$5,892.35	E.R.
NINE	VILLABROZA, PATROW, WIJEGONARATNA, BRIONES	21203000 050302	1/30/2012	\$5,753.40	M.H.
TEN	VILLABROZA, PATROW, HUANG,	21218700 664807	7/5/2012	\$6,676.50	S.C.
ELEVEN	VILLABROZA, PATROW, HUANG, BRIONES	21223600 358207	8/23/2012	\$6,754.16	A.G.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT	DEFENDANTS	CLAIM NO.	DATE CLAIM SUBMITTED	AMOUNT OF CLAIM	BENEFICIARY
TWELVE	VILLABROZA, PATROW, HUANG, BRIONES	21231000 956307	11/5/2012	\$6,454.16	J.S.
THIRTEEN	VILLABROZA, PATROW, HUANG, BRIONES	21234001 049407	12/5/2012	\$6,582.70	S.F.

COUNT FOURTEEN

[18 U.S.C. § 1956(h), 2(b)]

[Defendants VILLABROZA and PATROW]

29. The Grand Jury repeats and alleges paragraphs 1-27 of this Indictment as if fully set forth herein.

A. THE OBJECT OF THE CONSPIRACY

30. Beginning in or about June 2009, and continuing until in or about June 2013, in Los Angeles County, within the Central District of California, and elsewhere, defendants VILLABROZA and PATROW, and others known and unknown to the Grand Jury, knowingly combined, conspired, and agreed to commit the following offense against the United States: money laundering, in violation of Title 18, United States Code, Section 1956(a)(2)(A)(i), by conducting financial transactions and attempting to conduct financial transactions, affecting interstate commerce, with the proceeds of specified unlawful activity, namely, health care fraud, committed in violation of Title 18, United States Code, Section 1347, with the intent to promote the carrying on of such specified unlawful activity.

B. THE MANNER AND MEANS OF THE CONSPIRACY

31. The object of the conspiracy was carried out, and was to be carried out, in substance, as set forth in paragraphs 1-27 of this Indictment, and as follows:

a. Beginning in or about July 2009 and November 2009, respectively, Medicare and Medi-Cal began remitting payments to the Wells Fargo Account based on false and fraudulent claims for hospice-related services which defendants VILLABROZA and PATROW submitted and caused to be submitted on behalf of California Hospice. These claims were fraudulent because, among other things, as defendants VILLABROZA

1 and PATROW then well knew, virtually all of California Hospice's
2 patients were not terminally ill, and these claims were supported in
3 many instances by fabricated and false documents submitted in
4 response to ADRs.

5 b. Using the proceeds of health care fraud, defendants
6 VILLABROZA and PATROW paid recruiters, including defendants
7 WIJEGOONARATNA, BRIONES, and MONTANA, and co-conspirators D.G., E.O,
8 and R.P., for referring beneficiaries to California Hospice.

9 c. Defendant VILLABROZA wrote checks from the Wells Fargo
10 Account to accounts she controlled and maintained in the names of
11 Unicare and Unicare LLC at Wells Fargo and Bank of America,
12 respectively, and to defendant PATROW's personal account at Bank of
13 America; and defendant VILLABROZA used the proceeds of the health
14 care fraud offenses described herein to pay marketers, including
15 defendant MONTANA and co-conspirators D.G. and R.P. and others, for
16 referring new and additional beneficiaries to California Hospice.
17 These checks were recorded in the books and records of California
18 Hospice as "Loans to/from Owners" or "Professional Fees: Consulting."
19 Some of the checks indicated the name of the marketer to be paid in
20 the memo line.

21 d. Defendant PATROW wrote checks from the Wells Fargo
22 Account to pay marketers, including defendants WIJEGOONARATNA and
23 MONTANA and co-conspirator D.G., for referring new and additional
24 beneficiaries to California Hospice. Defendant PATROW also wrote
25 checks from the Wells Fargo Account to herself and to co-conspirator
26 E.C., which defendant PATROW cashed and then used the cash to pay
27 California Hospice's marketers. The memo line on the cashed checks
28

1 indicated that the checks were for "expenses," "services,"
2 "reimbursement," or "loan payment."

3 e. Using the proceeds of health care fraud transferred
4 from California Hospice, defendants VILLABROZA and PATROW further
5 wrote checks and caused checks to be written from defendant PATROW's
6 personal bank account at Bank of America to marketers, including co-
7 conspirator R.P., or to the spouse of a marketer.

8 f. During the course of the conspiracy, defendants
9 VILLABROZA and PATROW laundered at least \$700,000 from the proceeds
10 of health care fraud to pay marketers.

11 C. OVERT ACTS

12 32. In furtherance of the conspiracy and to accomplish its
13 object, defendants VILLABROZA and PATROW, together with others known
14 and unknown to the Grand Jury, committed and willfully caused others
15 to commit the following overt acts, among others, in the Central
16 District of California, and elsewhere:

17 Overt Act No. 1: On or about June 10, 2009, defendant
18 VILLABROZA signed check number 1431, drawn on the Wells Fargo
19 Account, and made payable to co-conspirator D.G. in the amount \$400,
20 with an entry in the memo line of "supplies."

21 Overt Act No. 2: On or about September 9, 2009, defendant
22 PATROW signed check number 1626, drawn on the Wells Fargo Account,
23 and made payable to defendant Montana in the amount \$2,200.

24 Overt Act No. 3: On or about October 12, 2009, defendant
25 PATROW signed check number 1663, drawn on the Wells Fargo Account,
26 and made payable to defendant Montana in the amount \$1,800.

1 Overt Act No. 4: On or about October 26, 2009, defendant
2 PATROW signed check number 1741, drawn on the Wells Fargo Account,
3 and made payable to defendant Montana in the amount \$500.

4 Overt Act No. 5: On or about December 14, 2009, defendant
5 PATROW signed check number 1900, drawn on the Wells Fargo Account,
6 and made payable to defendant Montana in the amount \$5,000.

7 Overt Act No. 6: On or about December 28, 2009, defendant
8 VILLABROZA signed check number 1264, drawn on the Wells Fargo
9 Account, with a memo line of "[D.G.] - Oct. Pay," and made payable to
10 Unicare in the amount of \$1,200.

11 Overt Act No. 7: On or about January 13, 2010, defendant
12 VILLABROZA signed check number 1270, drawn on the Wells Fargo
13 Account, with a memo line of "[R.P.'s] Check," and made payable to
14 Unicare in the amount of \$500.

15 Overt Act No. 8: On or about January 22, 2010, defendant
16 VILLABROZA signed check number 1151, drawn on the Wells Fargo
17 Account, and made payable to Unicare in the amount of \$10,000.

18 Overt Act No. 9: On or about January 22, 2010, defendant
19 VILLABROZA signed check number 180, drawn on the Unicare bank account
20 at Wells Fargo, and made payable to defendant Montana in the amount
21 of \$1,000.

22 Overt Act No. 10: On or about January 25, 2010, defendant
23 PATROW signed check number 2069, drawn on the Wells Fargo Account,
24 and made payable to co-conspirator D.G. in the amount \$2,450.

25 Overt Act No. 11: On or about April 26, 2010, defendant
26 VILLABROZA signed check number 1306, drawn on the Wells Fargo
27 Account, and made payable to Unicare in the amount of \$7,500.

1 Overt Act No. 12: On or about May 1, 2010, defendant
2 VILLABROZA signed check number 1050, drawn on the Unicare LLC bank
3 account at Bank of America, and made payable to co-conspirator D.G.
4 in the amount of \$800.

5 Overt Act No. 13: On or about July 9, 2010, defendant PATROW
6 signed check number 3002, drawn on the Wells Fargo Account, and made
7 payable to defendant Montana in the amount \$2,000.

8 Overt Act No. 14: On or about December 23, 2010, defendant
9 PATROW signed check number 4002, drawn on the Wells Fargo Account,
10 and made payable to defendant Montana in the amount \$1,900.

11 Overt Act No. 15: On or about January 21, 2011, defendant
12 VILLABROZA signed check number 1575, drawn on defendant PATROW's
13 personal account at Bank of America, and made payable to co-
14 conspirator R.P. in the amount of \$800.

15 Overt Act No. 16: On or about February 16, 2011, defendant
16 PATROW signed check number 1581, drawn on her personal Bank of
17 America account, and made payable to G.P., the spouse of co-
18 conspirator R.P., in the amount of \$1,300.

19 Overt Act No. 17: On or about March 2, 2011, defendant PATROW
20 signed check number 1584, drawn on her personal Bank of America
21 account, and made payable to G.P., the spouse of co-conspirator R.P.,
22 in the amount of \$800.

23 Overt Act No. 18: On or about March 10, 2011, defendant PATROW
24 signed check number 4340, drawn on the Wells Fargo Account, and made
25 payable to defendant Montana in the amount \$1,100.

26 Overt Act No. 19: On or about March 10, 2011, defendant PATROW
27 signed check number 4336, drawn on the Wells Fargo Account, and made
28 payable to co-conspirator D.G. in the amount \$600.

1 Overt Act No. 20: On or about April 25, 2011, defendant PATROW
2 signed check number 4594, drawn on the Wells Fargo Account, and made
3 payable to defendant Wijegoonaratna in the amount \$5,380.65.

4 Overt Act No. 21: On or about May 25, 2011, defendant PATROW
5 signed check number 4716, drawn on the Wells Fargo Account, and made
6 payable to defendant Wijegoonaratna in the amount \$6,450.

7 Overt Act No. 22: On or about January 10, 2012, defendant
8 PATROW signed check number 6845, drawn on the Wells Fargo Account,
9 and made payable to co-conspirator D.G. in the amount \$600.

10 Overt Act No. 23: On or about July 25, 2012, defendant PATROW
11 signed check number 5267, drawn on the Wells Fargo Account, and made
12 payable to herself in the amount of \$11,001.

13 Overt Act No. 24: On or about December 20, 2012, defendant
14 PATROW signed check number 5769, drawn on the Wells Fargo Account,
15 and made payable to herself in the amount of \$15,000.

16 Overt Act No. 25: On or about January 25, 2013, defendant
17 PATROW signed check number 5892, drawn on the Wells Fargo Account,
18 and made payable to herself in the amount of \$10,200.

19 Overt Act No. 26: On or about March 4, 2013, defendant PATROW
20 signed check number 7080, drawn on the Wells Fargo Account, and made
21 payable to herself in the amount of \$5,000.

22 ///

23 ///

24 ///

25

26

27

28

COUNTS FIFTEEN THROUGH TWENTY-FIVE

[18 U.S.C. § 1956(a)(1)(B)(i), 2(b)]

[Defendants VILLABROZA and PATROW]

33. The Grand Jury hereby repeats and alleges 1-27 and 31 of this Indictment as if fully set forth herein.

34. On or about the following dates, 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, knowing that the property involved in each of the financial transactions described below represented the proceeds of some form of unlawful activity, conducted and willfully caused others to conduct the following financial transactions, affecting interstate commerce, which transactions in fact involved the proceeds of specified unlawful activity, namely, health care fraud, in violation of Title 18, United States Code, Section 1347, knowing that each of the transactions was designed in whole and in part to conceal and disguise the nature location, source, ownership, and control of the proceeds of such specified unlawful activity:

COUNT	DEFENDANTS	DATE	FINANCIAL TRANSACTION
FIFTEEN	VILLABROZA	10/27/2009	Signed and deposited check number 1141, drawn on the Wells Fargo Account, in the amount of \$6,000, made payable to Unicare.
SIXTEEN	VILLABROZA	12/18/2009	Signed and deposited check number 1244, drawn on the Wells Fargo Account, in the amount of \$15,000, made payable to Unicare.
SEVENTEEN	VILLABROZA	12/28/2009	Signed and deposited check number 1264, drawn on the Wells Fargo Account, in the amount of \$1,200, made payable to Unicare.
EIGHTEEN	VILLABROZA	1/13/2010	Signed and deposited check number 1270, drawn on the Wells Fargo Account, in the amount of \$500, made payable to Unicare.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT	DEFENDANTS	DATE	FINANCIAL TRANSACTION
NINETEEN	VILLABROZA	10/22/2010	Signed and deposited check number 1424, drawn on the Wells Fargo Account, in the amount of \$5,000, made payable to Unicare.
TWENTY	VILLABROZA	11/19/2010	Signed and deposited check number 1445, drawn on the Wells Fargo Account, in the amount of \$5,000, made payable to Unicare.
TWENTY-ONE	VILLABROZA	2/15/2011	Signed and deposited check number 1486, drawn on the Wells Fargo Account, in the amount of \$5,000, made payable to Unicare.
TWENTY-TWO	VILLABROZA, PATROW	1/21/2011	Defendant VILLABROZA signed check number 1575, drawn on defendant PATROW's personal Bank of America account, in the amount of \$800, and made payable to R.P.

///
///
///

1 EILEEN M. DECKER
 United States Attorney
 2 LAWRENCE S. MIDDLETON
 Assistant United States Attorney
 3 Chief, Criminal Division
 STEVEN M. ARKOW (Cal. Bar No. 143755)
 4 Assistant United States Attorney
 Major Frauds Section
 5 1100 United States Courthouse
 312 North Spring Street
 6 Los Angeles, California 90012
 Telephone: (213) 894-6975
 7 Facsimile: (213) 894-6269
 E-mail: steven.arkow@usdoj.gov

8
 9 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 SHARON PATROW,
 aka "Sharon Garcia,"

16 Defendant.

No. CR 14-512-SJO

PLEA AGREEMENT FOR DEFENDANT
SHARON PATROW

18
 19 1. This constitutes the plea agreement between SHARON PATROW,
 20 also known as "Sharon Garcia" ("defendant") and the United States
 21 Attorney's Office for the Central District of California ("the USAO")
 22 in the above-captioned case. This agreement is limited to the USAO
 23 and cannot bind any other federal, state, local, or foreign
 24 prosecuting, enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
 28 provided by the Court, appear and plead guilty to count thirteen of

1 the indictment in United States v. Priscilla Villabroza, CR 14-512-
2 SJO, which count charges defendant with health care fraud, in
3 violation of Title 18, United States Code, Section 1347.

4 b. Not contest facts agreed to in this agreement.

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

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

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

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

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

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

22 i. Prior to the time of sentencing, file with the
23 Internal Revenue Service accurate amended returns for the calendar
24 years 2007 through 2013.

25 3. Defendant further agrees to cooperate fully with the USAO,
26 the Federal Bureau of Investigation, the United States Department of
27 Health and Human Services -- Office of Inspector General, the
28 Internal Revenue Service--Criminal Investigations, and, as directed by

1 the USAO, any other federal, state, local, or foreign prosecuting,
2 enforcement, administrative, or regulatory authority. This
3 cooperation requires defendant to:

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

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

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

13 4. For purposes of this agreement: (1) "Cooperation
14 Information" shall mean any statements made, or documents, records,
15 tangible evidence, or other information provided, by defendant
16 pursuant to defendant's cooperation under this agreement; and
17 (2) "Plea Information" shall mean any statements made by defendant,
18 under oath, at the guilty plea hearing and the agreed to factual
19 basis statement in this agreement.

20 THE USAO'S OBLIGATIONS

21 5. The USAO agrees to:

22 a. Not contest facts agreed to in this agreement.

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

25 c. At the time of sentencing, move to dismiss the
26 remaining counts of the indictment as against defendant. Defendant
27 agrees, however, that at the time of sentencing the Court may
28 consider any dismissed charges in determining the applicable

1 Sentencing Guidelines range, the propriety and extent of any
2 departure from that range, and the sentence to be imposed.

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

9 e. At the time of sentencing, provided that defendant
10 complies with her obligations under paragraphs 2 and 3, recommend,
11 pursuant to the factors set forth in 18 U.S.C. § 3553(a), a downward
12 variance not to exceed three levels based on defendant's role as the
13 caregiver for her child with cerebral palsy.

14 6. The USAO further agrees:

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

1 b. Not to use Cooperation Information against defendant
2 at sentencing for the purpose of determining the applicable guideline
3 range, including the appropriateness of an upward departure, or the
4 sentence to be imposed, and to recommend to the Court that
5 Cooperation Information not be used in determining the applicable
6 guideline range or the sentence to be imposed. Defendant
7 understands, however, that Cooperation Information will be disclosed
8 to the probation office and the Court, and that the Court may use
9 Cooperation Information for the purposes set forth in U.S.S.G
10 § 1B1.8(b) and for determining the sentence to be imposed.

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

14 d. If the USAO determines, in its exclusive judgment,
15 that defendant has both complied with defendant's obligations under
16 paragraphs 2 and 3 above and provided substantial assistance to law
17 enforcement in the prosecution or investigation of another
18 ("substantial assistance"), to move the Court pursuant to U.S.S.G.
19 § 5K1.1 to fix an offense level and corresponding guideline range
20 below that otherwise dictated by the sentencing guidelines, and to
21 recommend a term of imprisonment within this reduced range.

22 e. Recommend that defendant be sentenced to a term of
23 imprisonment no higher than the low end of the applicable Sentencing
24 Guidelines range, provided that the offense level used by the Court
25 to determine that range is 23 or higher prior to any departure
26 downward in offense level pursuant to U.S.S.G. § 5K1.1 and provided
27 that the Court does not depart downward in criminal history category.
28

1 or offense level except to the extent requested by the USAO pursuant
2 to U.S.S.G. § 5K1.1. For purposes of this agreement, the low end of
3 the Sentencing Guidelines range is that defined by the Sentencing
4 Table in U.S.S.G. Chapter 5, Part A.

5 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

6 7. Defendant understands the following:

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

11 b. Nothing in this agreement requires the USAO or any
12 other federal, state, local, or foreign prosecuting, enforcement,
13 administrative, or regulatory authority to accept any cooperation or
14 assistance that defendant may offer, or to use it in any particular
15 way.

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

21 d. At this time the USAO makes no agreement or
22 representation as to whether any cooperation that defendant has
23 provided or intends to provide constitutes or will constitute
24 substantial assistance. The decision whether defendant has provided
25 substantial assistance will rest solely within the exclusive judgment
26 of the USAO.

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

6 NATURE OF THE OFFENSE

7 8. Defendant understands that for defendant to be guilty of
8 the crime charged in count thirteen, that is, health care fraud, in
9 violation of Title 18, United States Code, Section 1347, the
10 following must be true:

11 (1) Defendant knowingly and willfully executed, or attempted to
12 execute, a scheme or plan to defraud a health care benefit program,
13 or a scheme or plan for obtaining money or property from a health
14 care benefit program by means of false or fraudulent pretenses,
15 representations, or promises;

16 (2) Statements made or facts omitted as part of the scheme were
17 material, that is, they had a natural tendency to influence, or were
18 capable of influencing, the health care benefit program to part with
19 money or property;

20 (3) Defendant acted with the intent to defraud, that is, the
21 intent to deceive or cheat; and

22 (4) The scheme involved the delivery of or payment for health
23 care benefits, items, or services.

24 The word "willfully" means that defendant committed the act
25 voluntarily and purposely, and with knowledge that her conduct was,
26 in a general sense, unlawful. That is, defendant must have acted
27 with a bad purpose to disobey or disregard the law. The government
28 need not prove that the defendant was aware of the specific provision

1 of the law that she is charged with violating or any other specific
2 provision.

3 The term "health care benefit program" means any public or
4 private plan or contract, affecting commerce, under which any medical
5 benefit, item, or service is provided to any individual, and includes
6 any individual or entity who is providing a medical benefit, item, or
7 service for which payment may be made under the plan or contract.
8 For purposes of this case, it includes the Medicare and Medi-Cal
9 programs.

10 PENALTIES AND RESTITUTION

11 9. Defendant understands that the statutory maximum sentence
12 that the Court can impose for a violation of Title 18, United States
13 Code, Section 1347, is: 10 years imprisonment; a three-year period of
14 supervised release; a fine of \$250,000 or twice the gross gain or
15 gross loss resulting from the offense, whichever is greatest; and a
16 mandatory special assessment of \$100.

17 10. Defendant understands that defendant will be required to
18 pay full restitution to the victims of the offenses to which
19 defendant is pleading guilty. Defendant agrees that, in return for
20 the USAO's compliance with its obligations under this agreement, the
21 Court may order restitution to persons other than the victims of the
22 offense to which defendant is pleading guilty and in an amount
23 greater than the amount alleged in the count to which defendant is
24 pleading guilty. In particular, defendant agrees that the Court may
25 order restitution to any victim for any losses suffered by that
26 victim as a result of: (a) any relevant conduct, as defined in
27 U.S.S.G. § 1B1.3, in connection with the offenses to which defendant
28 is pleading guilty; and (b) any dismissed counts pursuant to this

1 agreement as well as all relevant conduct, as defined in U.S.S.G.
2 § 1B1.3, in connection with those counts and charges. The parties
3 currently believe that the applicable amount of restitution owed to
4 the Medicare and Medi-Cal programs is approximately \$5,464,568 and
5 \$1,968,761, respectively, but recognize and agree that this amount
6 could change based on facts that come to the attention of the parties
7 prior to sentencing.

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

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

1 Defendant understands that unanticipated collateral consequences will
2 not serve as grounds to withdraw defendant's guilty plea.

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

13 FACTUAL BASIS

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

23 Background

24 At all times relevant to this plea agreement, the Medicare and
25 Medi-Cal programs were health care benefit programs as defined by 18
26 U.S.C. § 24(b). Individuals receiving Medicare or Medi-Cal benefits
27 were known as beneficiaries.

28

1 To qualify for reimbursement for hospice services, Medicare and
2 Medi-Cal required a physician to certify that a beneficiary was
3 terminally ill. Medicare and Medi-Cal considered a beneficiary to be
4 "terminally ill" if the beneficiary's life expectancy was six months
5 or less if the illness ran its normal course. Hospice services
6 reimbursed by Medicare and Medi-Cal were palliative in nature and
7 included, but were not limited to, medications to manage pain
8 symptoms, necessary medical equipment, and bereavement services to
9 surviving family members.

10 Medicare covered hospice services for those beneficiaries who
11 were eligible for Medicare Part A (hospital-related services). When
12 a Medicare beneficiary elected hospice coverage, the beneficiary
13 waived all rights to Medicare Part B (covering outpatient physician
14 services and procedures) coverage of services to treat or reverse the
15 beneficiary's terminal illness while the beneficiary was on hospice.

16 The Scheme to Defraud

17 Beginning in or about November 2007, and continuing through in
18 or about June 2013, in Los Angeles County, within the Central
19 District of California, and elsewhere, defendant and other co-
20 schemers, including defendant's mother, Priscilla Villabroza
21 ("Villabroza"), Sri Wijegoonaratna, M.D. ("Wijegoonaratna"), Boyao
22 Huang ("Huang"), M.D., Nancy Briones, R.N. ("Briones"), and Roseilyn
23 Montana ("Montana") knowingly, willfully, and with intent to defraud,
24 executed a scheme (a) to defraud health care benefit programs,
25 namely, Medicare and Medi-Cal, as to material matters in connection
26 with the delivery of and payment for health care benefits, items, and
27 services; and (b) to obtain money from Medicare and Medi-Cal by means
28 of material false and fraudulent pretenses and representations and

1 the concealment of material facts in connection with the delivery of
2 and payment for health care benefits, items, and services.

3 The fraudulent scheme operated, in substance, in the following
4 manner:

5 Efforts to Conceal Co-Schemer Villabroza's Interest in
6 California Hospice

7 On or about August 15, 2007, federal agents conducted a search
8 of Medicare Plus Home Health Providers, Inc. ("Medicare Plus"), a home
9 health agency owned and operated by Villabroza. Thereafter,
10 Villabroza learned that she was under investigation for health care
11 fraud and the payment of illegal kickbacks in exchange for the
12 referral of beneficiaries to MedCare Plus.

13 On or about November 29, 2007, Villabroza purchased California
14 Hospice LLP ("California Hospice") for approximately \$300,000. To
15 conceal her ownership interest in California Hospice, Villabroza
16 designated defendant and co-schemer Erwin Castillo ("Castillo"),
17 employed as the director of nursing of California Hospice, as the co-
18 owners of California Hospice on documents filed with the State of
19 California, Medicare, Medi-Cal, and the Internal Revenue Service.
20 Defendant submitted an application with Medicare to transfer
21 California Hospice's provider number following the sale.

22 Defendant and Villabroza owned and operated California Hospice.
23 Defendant and Villabroza were the only signatories on, and jointly
24 controlled, California Hospice's bank account at Wells Fargo Bank
25 ending in 1910 (the "Wells Fargo Account"), which defendant and
26 Villabroza opened on or about January 28, 2008.

27 On or about May 13, 2008, defendant and Villabroza submitted a
28 Medicare provider application for California Hospice. Defendant

1 signed the application under penalty of perjury, knowing the
2 application was false because Villabroza's ownership interest in
3 California Hospice was not disclosed to Medicare as required by the
4 application.

5 On or about August 19, 2008, Villabroza pled guilty to
6 participating in a scheme to defraud Medi-Cal operated out of Medicare
7 Plus, in violation of 18 U.S.C. section 1347, in United States v.
8 Villabroza, Case No. CR 08-782-GAF (Central District of California).

9 On or about April 16, 2009, defendant, with Villabroza's
10 knowledge, submitted a provider application to Medi-Cal, which
11 defendant signed under penalty of perjury, falsely certifying that no
12 owner, officer, director, employee or agent of California Hospice had
13 been convicted of an offense involving fraud on a government program
14 within the previous 10 years. As defendant then well knew, the
15 certification was false because Villabroza was an owner, employee,
16 and agent of California Hospice and had been convicted of health care
17 fraud in Case No. 08-782-GAF. As a result of concealing
18 Villabroza's interest in California Hospice in this manner, defendant
19 furthered the scheme to engage in health care fraud, for had
20 Villabroza's true interest in California Hospice been disclosed,
21 California Hospice would not have received a Medi-Cal provider number
22 and would not have been able to bill Medi-Cal fraudulently for health
23 care services.

24 On or about July 24, 2011, in connection with Villabroza's
25 sentencing in Case No. CR 08-782-GAF, and in furtherance of the
26 scheme to defraud, defendant submitted a letter to the United States
27 District Court falsely stating that Villabroza "has no ownership
28 interest, nor exercises any influence or control over California

1 Hospice Care, LLC" and that "Villabroza has never had ownership of
2 California Hospice Care, LLC." As defendant and Villabroza then well
3 knew at the time defendant submitted her letter to the Court on
4 behalf of Villabroza, this statement was false because Villabroza was
5 an owner of California Hospice and controlled the Wells Fargo
6 Account. While Villabroza was serving her sentence in Case No. CR
7 08-782-GAF, Villabroza continued to manage the operations of
8 California Hospice, including through directions given during
9 meetings with defendant and Castillo.

10 Recruitment of Beneficiaries and Fraudulent Hospice Admissions

11 California Hospice received few, if any, referrals from the
12 primary care physicians of beneficiaries. Rather, defendant and
13 Villabroza paid patient recruiters, known as "marketers" or
14 "cappers," to recruit Medicare and Medi-Cal beneficiaries to
15 California Hospice. Using the proceeds of the payments received by
16 California Hospice from Medicare and Medi-Cal and deposited into the
17 Wells Fargo Account, defendant and Villabroza paid the marketers,
18 including Montana, approximately \$400 to \$1,000 in illegal kickbacks
19 in exchange for each recruited beneficiary per month the recruited
20 beneficiary purportedly received hospice-related services from
21 California Hospice. As defendant and other co-schemers then well
22 knew, the recruited beneficiaries were not terminally ill and did not
23 need hospice services.

24 Defendant and Villabroza referred to marketers as "business
25 liaisons," "community liaisons," and "business development
26 representatives" to disguise the illegal nature of their illegal
27 kickback relationship with their marketers. Defendant also paid
28 medical professionals, including Wijegoonratna and Briones, illegal

1 kickbacks for referring beneficiaries to California Hospice so the
2 beneficiaries would be admitted to hospice.

3 Defendant knew that Wijegoonaratna, Huang, and other physicians
4 paid by California Hospice falsely certified that beneficiaries were
5 terminally ill, when, as defendant and Villabroza then well knew, the
6 overwhelming majority of the recruited California Hospice
7 beneficiaries were not terminally ill.

8 Once a falsely certified beneficiary was admitted to hospice,
9 defendant and Villabroza caused California Hospice to fraudulently
10 bill Medicare and Medi-Cal for purportedly providing unnecessary
11 hospice-related services to that beneficiary.

12 On a number of occasions, in response to California Hospice's
13 high volume of claims, a Medicare contractor sent California Hospice
14 Additional Development Requests ("ADRs"), which sought documentation
15 to support claims for hospice-related services. The ADRs were sent
16 after Medicare had denied claims because it determined that there was
17 insufficient documentation to support findings that the patients were
18 terminally ill. Thereafter, to support the fraudulent diagnoses of
19 terminal illnesses by Wijegoonaratna and Huang, and to secure payment
20 from Medicare, with defendant's knowledge and consent, co-schemer
21 Castillo directed quality assurance nurses employed by California
22 Hospice, to create and thereafter submit false and fraudulent medical
23 records for California Hospice patients, including altering nursing
24 notes in response to ADRs to make it appear that the patients were
25 terminally ill, knowing that the records would be submitted to the
26 Medicare contractor in response to the ADR audits.

27 //

28

1 The False Claim Charged In Count 13

2 On or about December 5, 2012, in furtherance of, and as an
3 execution of, the scheme to defraud Medicare and Medi-Cal, defendant
4 caused the submission of claim number 21234001049407 for \$6,582.70 to
5 Medicare for the provision of hospice services to beneficiary S.F.
6 In fact, and as defendant then well knew: (a) this claim was false
7 and fraudulent because beneficiary S.F. was not terminally ill; and
8 (b) the submission of this false and fraudulent claim was unlawful.
9 Medicare paid this claim. Defendant and the USAO agree that the
10 offense in count thirteen to which defendant is pleading guilty
11 involved a loss to the victim, Medicare, of \$5,432.57.

12 Relevant Conduct Loss

13 For purposes of sentencing, the intended loss based on relevant
14 conduct was approximately \$8,910,702, which is the total amount of
15 the fraudulent claims defendant submitted and caused to be submitted
16 to Medicare and Medi-Cal for medically unnecessary hospice-related
17 services purportedly provided by California Hospice. Between in or
18 about March 2009 and in or about June 2013, defendant submitted and
19 caused to be submitted false and fraudulent claims to Medicare and
20 Medi-Cal for hospice-related services in the amounts of approximately
21 \$6,861,346 and \$2,049,356, respectively. Based on these claims,
22 Medicare and Medi-Cal paid California Hospice approximately
23 \$5,464,568 and \$1,968,761, respectively. Payment on these false and
24 fraudulent claims was made electronically to the Wells Fargo Account.

25 SENTENCING FACTORS

26 15. Defendant understands that in determining defendant's
27 sentence the Court is required to calculate the applicable Sentencing
28 Guidelines range and to consider that range, possible departures

1 under the Sentencing Guidelines, and the other sentencing factors set
 2 forth in 18 U.S.C. § 3553(a). Defendant understands that the
 3 Sentencing Guidelines are advisory only, that defendant cannot have
 4 any expectation of receiving a sentence within the calculated
 5 Sentencing Guidelines range, and that after considering the
 6 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 7 be free to exercise its discretion to impose any sentence it finds
 8 appropriate up to the maximum set by statute for the crimes of
 9 conviction.

10 16. Defendant and the USAO agree to the following applicable
 11 Sentencing Guidelines factors for the offense to which defendant is
 12 pleading guilty:

13	Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
14	Loss Amount of \$7-\$20 Million	+20	[U.S.S.G. § 2B1.1(b)(1)(K)]
15	Fraud on a Government Health	+3	[U.S.S.G. § 2B1.1(b)(7)(ii)]
16	Care Program More Than \$7 Million		
17	Obstruction of Justice	+2	[U.S.S.G. § 3C1.1]
18	Acceptance of		
19	Responsibility:	-3	[U.S.S.G. § 3E1.1(b)]
20	Total Offense Level:	28	

21 The USAO will agree to a two-level downward adjustment for acceptance
 22 of responsibility (and, if applicable, move for an additional one-
 23 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the
 24 conditions set forth in paragraph 5(d) are met. Subject to paragraph
 25 30 below, defendant and the USAO agree not to seek or argue in any
 26 way, either orally or in writing, that any other specific offense
 27 characteristics, adjustments, or departures relating to the offense
 28 level be imposed. Defendant agrees, however, that if, after signing

1 this agreement but prior to sentencing, defendant were to commit an
2 act, or the USAO were to discover a previously undiscovered act
3 committed by defendant prior to signing this agreement, which act, in
4 the judgment of the USAO, constituted obstruction of justice within
5 the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the
6 enhancement set forth in that section.

7 17. On April 19, 2015, the Sentencing Commission approved
8 amendments to the Sentencing Guidelines that will go into effect on
9 November 1, 2015, unless modified or disapproved by Act of Congress.
10 If defendant's sentencing were governed by those amendments,
11 defendant and the USAO agree, subject to all the additional
12 provisions in paragraph 16 above, that the applicable Sentencing
13 Guidelines factors would be as follows:

14	Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
15	Loss Amount of \$3.5-\$9.5 Million	+18	[U.S.S.G. § 2B1.1(b)(1)(J)]
16			
17	Fraud on a Government Health 18 Care Program More Than \$7 19 Million	+3	[U.S.S.G. § 2B1.1(b)(7)(ii)]
20			
21	Obstruction of Justice	+2	[U.S.S.G. § 3C1.1]
22			
23	Acceptance of 24 Responsibility:	-3	[U.S.S.G. § 3E1.1(b)]
25	Total Offense Level:	26	

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

28 19. Provided that defendant complies with her obligations under
paragraphs 2 and 3, the USAO agrees to recommend, pursuant to the
factors set forth in 18 U.S.C. § 3553(a), a downward variance not to
exceed the equivalent of three levels in defendant's offense level

1 based on defendant's role as the caregiver for her child with
2 cerebral palsy. Defendant reserves the right to argue for a sentence
3 outside the sentencing range established by the Sentencing Guidelines
4 based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2),
5 (a)(3), (a)(6), and (a)(7).

6 WAIVER OF CONSTITUTIONAL RIGHTS

7 20. Defendant understands that by pleading guilty, defendant
8 gives up the following rights:

- 9 a. The right to persist in a plea of not guilty.
- 10 b. The right to a speedy and public trial by jury.
- 11 c. The right to be represented by counsel - and if
12 necessary have the court appoint counsel - at trial. Defendant
13 understands, however, that, defendant retains the right to be
14 represented by counsel - and if necessary have the court appoint
15 counsel - at every other stage of the proceeding.
- 16 d. The right to be presumed innocent and to have the
17 burden of proof placed on the government to prove defendant guilty
18 beyond a reasonable doubt.
- 19 e. The right to confront and cross-examine witnesses
20 against defendant.
- 21 f. The right to testify and to present evidence in
22 opposition to the charges, including the right to compel the
23 attendance of witnesses to testify.
- 24 g. The right not to be compelled to testify, and, if
25 defendant chose not to testify or present evidence, to have that
26 choice not be used against defendant.
- 27
- 28

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

4 WAIVER OF APPEAL OF CONVICTION

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

10 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

11 22. Defendant agrees that, provided the Court imposes a total
12 term of imprisonment on all counts of conviction of no more than 46
13 months, defendant gives up the right to appeal all of the following:
14 (a) the procedures and calculations used to determine and impose any
15 portion of the sentence; (b) the term of imprisonment imposed by the
16 Court; (c) the fine imposed by the court, provided it is within the
17 statutory maximum; (d) the amount and terms of any restitution order,
18 provided it requires payment of no more than \$7,433,329; (e) the term
19 of probation or supervised release imposed by the Court, provided it
20 is within the statutory maximum; and (f) any of the following
21 conditions of probation or supervised release imposed by the Court:
22 the conditions set forth in General Orders 318, 01-05, and/or 05-02
23 of this Court; and the drug testing conditions mandated by 18 U.S.C.
24 §§ 3563(a)(5) and 3583(d).

25 23. The USAO agrees that, provided (a) all portions of the
26 sentence are at or below the statutory maximum specified above and
27 (b) the Court imposes a term of imprisonment of no less than 46
28 months, the USAO gives up its right to appeal any portion of the

1 sentence, with the exception that the USAO reserves the right to
2 appeal the amount of restitution ordered if that amount is less than
3 \$7,433,329.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

5 24. Defendant agrees that if, after entering guilty pleas
6 pursuant to this agreement, defendant seeks to withdraw and succeeds
7 in withdrawing defendant's guilty pleas on any basis other than a
8 claim and finding that entry into this plea agreement was
9 involuntary, then: (a) the USAO will be relieved of all of its
10 obligations under this agreement, including in particular its
11 obligations regarding the use of Cooperation Information; (b) in any
12 investigation, criminal prosecution, or civil, administrative, or
13 regulatory action, any Cooperation Information and any evidence
14 derived from any Cooperation Information shall be admissible against
15 defendant, and defendant will not assert, and hereby waives and gives
16 up, any claim under the United States Constitution, any statute, or
17 any federal rule, that any Cooperation Information or any evidence
18 derived from any Cooperation Information should be suppressed or is
19 inadmissible; and (c) should the USAO choose to pursue any charge
20 that was either dismissed or not filed as a result of this agreement,
21 then (i) any applicable statute of limitations will be tolled between
22 the date of defendant's signing of this agreement and the filing
23 commencing any such action; and (ii) defendant waives and gives up
24 all defenses based on the statute of limitations, any claim of pre-
25 indictment delay, or any speedy trial claim with respect to any such
26 action, except to the extent that such defenses existed as of the
27 date of defendant's signing this agreement.

28

1 regarding criminal prosecution, and will be free to criminally
2 prosecute defendant for any crime, including charges that the USAO
3 would otherwise have been obligated to dismiss pursuant to this
4 agreement; and (iii) will no longer be bound by any agreement
5 regarding the use of Cooperation Information and will be free to use
6 any Cooperation Information in any way in any investigation, criminal
7 prosecution, or civil, administrative, or regulatory action.

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

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

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

1 then: Defendant agrees that any applicable statute of limitations is
2 tolled between the date of defendant's signing of this agreement and
3 the filing commencing any such action. Defendant waives and gives up
4 all defenses based on the statute of limitations, any claim of pre-
5 indictment delay, or any speedy trial claim with respect to any such
6 action, except to the extent that such defenses existed as of the
7 date of defendant's signing this agreement.

8 COURT AND PROBATION OFFICE NOT PARTIES

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

13 29. Defendant understands that both defendant and the USAO are
14 free to: (a) supplement the facts by supplying relevant information
15 to the United States Probation Office and the Court, (b) correct any
16 and all factual misstatements relating to the Court's Sentencing
17 Guidelines calculations and determination of sentence, and (c) argue
18 on appeal and collateral review that the Court's Sentencing
19 Guidelines calculations and the sentence it chooses to impose are not
20 error, although each party agrees to maintain its view that the
21 calculations in paragraphs 16 and 17 are consistent with the facts of
22 this case. While this paragraph permits both the USAO and defendant
23 to submit full and complete factual information to the United States
24 Probation Office and the Court, even if that factual information may
25 be viewed as inconsistent with the facts agreed to in this agreement,
26 this paragraph does not affect defendant's and the USAO's obligations
27 not to contest the facts agreed to in this agreement.

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

Steven M. Arkow
STEVEN M. ARKOW
Assistant United States Attorney

9/24/15
Date

Sharon Patrow
SHARON PATROW
Defendant

9-23-15
Date

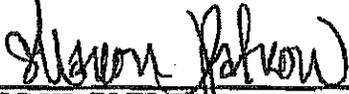
Michael D. Nasatir
MICHAEL D. NASATIR
Attorney for Defendant
SHARON PATROW

9/23/15
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

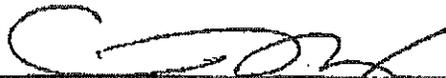
1 contained in this agreement. No one has threatened or forced me in
2 any way to enter into this agreement. I am satisfied with the
3 representation of my attorney in this matter, and I am pleading
4 guilty because I am guilty of the charge and wish to take advantage
5 of the promises set forth in this agreement, and not for any other
6 reason.

7 
8 SHARON PATROW
9 Defendant

9-23-15
Date

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

25 
26 MICHAEL D. NASATIR *Michael Podberesky*
27 Attorney for Defendant
SHARON PATROW

9/23/15
Date

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

Case No. CR 14-00512 SJO-2 Date October 5, 2015

Present: The Honorable S. James Otero, United States District Judge

Interpreter Not Required

<u>Victor Paul Cruz</u>	<u>Carol Zurborg</u>	<u>Steven M. Arkow</u>
<i>Deputy Clerk</i>	<i>Court Reporter/Recorder, Tape No.</i>	<i>Assistant U.S. Attorney</i>

<u>U.S.A. v. Defendant(s):</u>	<u>Present</u>	<u>Cust.</u>	<u>Bond</u>	<u>Attorneys for Defendants:</u>	<u>Present</u>	<u>App.</u>	<u>Ret.</u>
(2) Sharon Patrow	xx	xx		Vicki I Poderesky	xx	xx	

Proceedings: CHANGE OF PLEA RE COUNT THIRTEEN OF THE INDICTMENT

Matter called.

Defendant is placed under oath.

Court advises the defendant that she has been placed under oath, and that if she answers her questions falsely that she could be later prosecuted for perjury, or for making a false statement. Court also advises the defendant that she has the right to remain silent but that by entering a guilty plea she will be incriminating herself. Defendant indicates that she has discussed the right against self-incrimination with her counsel, and that she freely and voluntarily waives these rights. Counsel concurs in the waiver.

Defendant states her true name as Sharon Patrow.

Defendant indicates that she has never been treated for addiction to narcotics or for any mental illness. Defendant indicates that she has not taken any alcohol or medication within the last 72 hours. Defendant does not suffer from any mental or physical condition that could affect her plea. Counsel concurs that defendant is competent and in full possession of her faculties to enter a guilty plea at this time. The Court finds that the defendant is in full possession of her faculties.

The Court advises the defendant of certain constitutional rights: the right to a speedy and public trial; the right to be tried by a jury, alternatively, the right to waive a jury trial and be tried by the court. In either case the right to persist in a not guilty plea and have the right to have the government prove her guilty beyond a reasonable doubt; the right to be represented by an attorney throughout the proceedings. And, if she cannot afford an attorney, that one will be

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

appointed free of charge; the right to confront and cross-examine all witnesses called to testify against her; the right to present witnesses and evidence on her behalf, and to have witnesses subpoenaed to testify; right against self incrimination (right to remain silent). However, by entering a plea of guilty that she will be waiving this right because she would be in fact incriminating herself; the right to testify on her own behalf, but not be compelled to testify or to incriminate herself. Defendant acknowledges that she has discussed these rights with her counsel and that she freely, voluntarily and expressly waives these rights.

Government counsel places elements of charges on the record and advises the defendant of the mandatory minimum and the statutory maximum sentence and restitution. The defendant is also advised that if she is given a term of imprisonment that afterwards she will be subject to supervised release and that if she violates the terms and conditions of supervised release that she can be given additional time in prison. Defendant acknowledges she understands the elements of the offense, the penalties that could be imposed, and the provisions of supervised release, and that she has discussed these issues with her counsel.

The Court advises the defendant that the Court will consider the sentencing guidelines and that the guidelines are not mandatory but advisory only. Defendant acknowledges that she has reviewed the guidelines with her counsel. The Court retains discretion in sentencing.

Defendant acknowledges that she signed the plea agreement. Defendant acknowledges that she understands the plea agreement. Defendant acknowledges that she has reviewed the plea agreement with her counsel. Defendant acknowledges that she understands the terms and conditions of the plea agreement. The Court reviews certain portions of the plea agreement. The defendant acknowledges the factual basis in the plea agreement is true and correct. The Court reviews sentencing factors. The Court reviews the limited mutual waiver of appeal and collateral attack. The Court advises the defendant that the plea agreement is not binding on the Court.

The Court advises the defendant of collateral consequences of her immigration status by entering a plea of guilty. Defendant acknowledges that she understands the consequences and that she has reviewed this with her counsel.

Court advises the defendant of the loss of certain civil rights with the entry of a guilty plea.

Defendant indicates that no promises have been made in exchange for a plea of guilty or that no one has made any threat, or used force against her or her family to enter guilty plea. Defendant enters plea freely and voluntarily.

Government counsel places evidence of facts and the offer of proof of this case on the record.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

Defendant acknowledges facts to be true and correct.

Defendant's counsel indicates that she has reviewed all the discovery that has been provided by the government, and that she has reviewed the facts of the case and the discovery with the defendant. Additionally, that she has explored any possible defense with her client and that she believes there is a factual basis for the plea, and that it is in her client's best interests to enter a guilty plea.

Defendant enters a plea of guilty to count 13 of the indictment which charges defendant with health care fraud, in violation of Title 18 United States Code, Section 1347. The Court incorporates plea agreement with the entry of defendant's guilty plea.

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

The Court refers the defendant to the Probation Office for investigation and report and continues the matter to Monday, May 23, 2016 @ 9:00 a.m. for sentencing.

Position papers shall be filed by May 9, 2016.

The Court vacates the trial date as to this defendant.

Initials of Deputy Clerk _____ : _____ 0/34
vpc

WESTERN,PASPR

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA (Western Division - Los Angeles)
CRIMINAL DOCKET FOR CASE #: 2:14-cr-00512-SJO-2**

Case title: USA v. Villabroza et al

Date Filed: 09/05/2014

Assigned to: Judge S. James Otero

Defendant (2)

Sharon Patrow
also known as
Sharon Garcia

represented by **Michael D Nasatir**
Andrues Podberesky APLC
818 West 7th Street Suite 960
Los Angeles, CA 90017
213-395-0400
Fax: 213-395-0401
Email: mnasatir@aplaw.law
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Retained

Vicki I Podberesky
Andrues Podberesky
818 West 7th Street Suite 960
Los Angeles, CA 90017
213-395-0400
Fax: 213-395-0401
Email: vpod@aplaw.law
ATTORNEY TO BE NOTICED
Designation: Retained

Pending Counts

18:1347,2: Health Care Fraud,Aiding
and Abetting and Causing an Act to Be
Done
(1-12)

18:1347,2: Health Care Fraud,Aiding
and Abetting and Causing an Act to Be
Done
(13)

18:1956(a)(1)(B)(i),2(b): Concealment
Money Laundering;Aiding and
Abetting and Causing an Act to Be

Disposition

Done
(14)

18:1956(a)(1)(B)(i),2(b): Concealment
Money Laundering;Aiding and
Abetting and Causing an Act to Be
Done
(22-25)

Highest Offense Level (Opening)

Felony

Terminated Counts

None

Disposition

Highest Offense Level (Terminated)

None

Complaints

None

Disposition

Plaintiff

USA

represented by **Grant B Gelberg**
AUSA - Office of US Attorney
312 North Spring Street 11th Floor
Los Angeles, CA 90012
213-894-2872
Fax: 213-894-6269
Email: grant.gelberg@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Assistant US Attorney

Stephen A Cazares
AUSA - Office of US Attorney
Major Frauds Section - US Courthouse
312 North Spring Street 11th Floor
Los Angeles, CA 90012-4700
213-894-0707
Fax: 213-894-6269
Email: USACAC.Criminal@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Assistant US Attorney

Ann C Kim

AUSA - US Attorneys Office
 Major Frauds Section
 312 North Spring Street, 11th Floor
 Los Angeles, CA 90012
 213-894-2579
 Fax: 213-894-6269
 Email: ann.kim@usdoj.gov
 TERMINATED: 03/25/2016
 Designation: Assistant US Attorney

Leon W Weidman

AUSA - Office of US Attorney
 Major Frauds Section
 312 North Spring Street Suite 1100
 Los Angeles, CA 90012
 213-894-6530
 Fax: 213-894-6269
 Email: USACAC.Criminal@usdoj.gov
 ATTORNEY TO BE NOTICED
 Designation: Assistant US Attorney

Steven M Arkow

AUSA - Office of US Attorney
 Major Frauds Section
 312 North Spring Street 11th Floor
 Los Angeles, CA 90012-4700
 213-894-6975
 Fax: 213-894-6269
 Email: USACAC.Criminal@usdoj.gov
 ATTORNEY TO BE NOTICED
 Designation: Assistant US Attorney

Date Filed	#	Docket Text
09/05/2014	<u>1</u>	INDICTMENT filed as to Priscilla Villabroza (1) count(s) 1-13, 14-22, Sharon Patrow (2) count(s) 1-13, 14, 22-25, Sri Wijegoonaratna (3) count(s) 1-9, Boyao Huang (4) count(s) 10-13, Nancy Briones (5) count(s) 4-6, 9, 11-13, Roseilyn Montana (6) count(s) 7-8. Offense occurred in LA. (mhe) (Entered: 09/11/2014)
09/05/2014	<u>3</u>	CASE SUMMARY filed by AUSA Grant B Gelberg as to Defendant Sharon Patrow; defendants Year of Birth: 1971 (mhe) (Entered: 09/11/2014)
09/05/2014	<u>8</u>	EX PARTE APPLICATION to Seal Case Filed by Plaintiff USA as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana. (mhe) (Entered: 09/11/2014)
09/05/2014	<u>9</u>	ORDER by Magistrate Judge Jacqueline Chooljian: Granting <u>8</u> Ex Parte Application to Seal Case as to Priscilla Villabroza (1), Sharon Patrow (2), Sri

		Wijegoonaratna (3), Boyao Huang (4), Nancy Briones (5), Roseilyn Montana (6) (mhe) (Entered: 09/11/2014)
09/05/2014	<u>17</u>	NOTICE OF REQUEST FOR DETENTION filed by Plaintiff USA as to Defendant Sharon Patrow (mhe) (Entered: 09/11/2014)
09/05/2014	<u>22</u>	MEMORANDUM filed by Plaintiff USA as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana. This criminal action, being filed on 9/5/14, 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: 09/11/2014)
09/05/2014	<u>23</u>	MEMORANDUM filed by Plaintiff USA as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana. IRe 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: 09/11/2014)
12/17/2014	<u>34</u>	REPORT COMMENCING CRIMINAL ACTION as to Defendant Sharon Patrow; defendants Year of Birth: 1971; date of arrest: 12/17/2014 (mhe) (Entered: 12/19/2014)
12/17/2014	<u>36</u>	MINUTES OF ARREST ON INDICTMENT HEARING held before Magistrate Judge Victor B. Kenton as to Defendant Sharon Patrow. Defendant states true name as charged. Court orders bail set as: Sharon Patrow (2) \$50,000 Appearance Bond, see attached bond for terms and conditions. Defendant remanded to the custody of the USM. PIA arraignment held, see separate minutes. RELEASE ORDER NO 36929 Court Reporter: Myra Ponce. (mhe) (Entered: 12/19/2014)
12/17/2014	<u>38</u>	STATEMENT OF CONSTITUTIONAL RIGHTS filed by Defendant Sharon Patrow (mhe) (Entered: 12/19/2014)
12/17/2014	<u>39</u>	DESIGNATION AND APPEARANCE OF COUNSEL; filed by Michael D Nasatir appearing for Sharon Patrow (mhe) (Entered: 12/19/2014)
12/17/2014	<u>40</u>	MINUTES OF POST-INDICTMENT ARRAIGNMENT: held before Magistrate Judge Victor B. Kenton as to Defendant Sharon Patrow (2) Count 1-13,14,22-25. Defendant arraigned, states true name: As charged. Defendant entered not guilty plea to all counts as charged. Attorney: Michael D. Nasatir, Retained present. Case assigned to Judge S. James Otero. Jury Trial set for 2/10/2015 09:00 AM before Judge S. James Otero. Court Reporter: Myra Ponce. (tba) (Entered: 12/19/2014)
12/17/2014	<u>68</u>	REDACTED AFFIDAVIT OF SURETIES (No Justification - Pursuant to Local Criminal Rule 46-5.2.8) in the amount of \$50,000 by surety: Joseph Patrow for Filed by Defendant Sharon Patrow (mhe) (Entered: 12/26/2014)
12/17/2014	<u>69</u>	UNREDACTED Affidavit of Surety (No Justification) filed by Defendant Sharon Patrow re: Affidavit of Surety (No Justification)(CR-4) <u>68</u> (mhe) (Entered: 12/26/2014)

12/19/2014	<u>79</u>	ARREST WARRANT RETURNED Executed on 12/17/14 as to Defendant Sharon Patrow. (lc) (Entered: 01/08/2015)
12/19/2014	<u>82</u>	BOND AND CONDITIONS OF RELEASE filed as to Defendant Sharon Patrow conditions of release: \$50,000 Appearance Bond, see attached bond for terms and conditions approved by Magistrate Judge Jean P. Rosenbluth. (mhe) (Entered: 01/12/2015)
12/19/2014	<u>83</u>	PASSPORT RECEIPT from U. S. Pretrial Services as to Defendant Sharon Patrow. USA passport was received on 12/19/14. Re: Bond and Conditions (CR-1) <u>82</u> . (mhe) (Entered: 01/12/2015)
12/29/2014	<u>72</u>	REPORT REGARDING DISCOVERY PURSUANT TO COURT'S DISCOVERY AND TRIAL ORDER IN CRIMINAL CASES filed by Plaintiff USA as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana (Gelberg, Grant) (Entered: 12/29/2014)
01/05/2015	<u>74</u>	STIPULATION for Order Protective Order filed by Plaintiff USA as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana (Attachments: # <u>1</u> Proposed Order) (Gelberg, Grant) (Entered: 01/05/2015)
01/07/2015	<u>77</u>	PROTECTIVE ORDER <u>74</u> by Judge S. James Otero as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana. (lc) (Entered: 01/08/2015)
01/12/2015	<u>86</u>	STIPULATION to Continue Trial Date from February 10, 2015 to June 16, 2015 filed by Plaintiff USA as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana (Attachments: # <u>1</u> Proposed Order)(Gelberg, Grant) (Entered: 01/12/2015)
01/16/2015	<u>90</u>	ORDER CONTINUING TRIAL DATE AND FINDINGS REGARDING EXCLUDABLE TIME PERIODS PURSUANT TO SPEEDY TRIAL ACT by Judge S. James Otero as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana. Jury Trial continued to 6/16/2015 09:00 AM. (lc) (Entered: 01/21/2015)
04/15/2015	<u>107</u>	STIPULATION to Continue Trial Date from June 16, 2015 to February 16, 2016 at 8:30 am filed by Plaintiff USA as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana (Attachments: # <u>1</u> Proposed Order)(Gelberg, Grant) (Entered: 04/15/2015)
04/15/2015	<u>108</u>	INITIAL STANDING ORDER: by Judge S. James Otero as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana. (vcr) (Entered: 04/15/2015)
05/15/2015	<u>110</u>	ORDER CONTINUING TRIAL DATE AND FINDINGS REGARDING EXCLUDABLE TIME PERIODS PURSUANT TO SPEEDY TRIAL ACT by Judge S. James Otero as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana. Jury Trial continued to 2/16/2016 08:30 AM. (lc) (Entered: 05/18/2015)

08/27/2015	<u>122</u>	Notice of Appearance or Withdrawal of Counsel: for attorney Steven M Arkow counsel for Plaintiff USA. Adding STEVEN M. ARKOW as counsel of record for plaintiff for the reason indicated in the G-123 Notice. Filed by plaintiff United States of America. (Arkow, Steven) (Entered: 08/27/2015)
09/24/2015	<u>130</u>	PLEA AGREEMENT filed by Plaintiff USA as to Defendant Sharon Patrow (Arkow, Steven) (Entered: 09/24/2015)
09/24/2015	<u>131</u>	NOTICE of Association of Counsel associating attorney Vicki I. Podberesky on behalf of Defendant Sharon Patrow. Filed by Defendant Sharon Patrow (Podberesky, Vicki) (Entered: 09/24/2015)
09/28/2015	<u>132</u>	SCHEDULING NOTICE OF SETTING CHANGE OF PLEA HEARING by Judge S. James Otero as to Defendant Sharon Patrow. Change of Plea Hearing set for 10/5/2015 09:00 AM before Judge S. James Otero. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY.(vcr) TEXT ONLY ENTRY (Entered: 09/28/2015)
10/05/2015	<u>133</u>	MINUTES OF Change of Plea Hearing held before Judge S. James Otero as to Defendant Sharon Patrow. Defendant sworn. Court questions defendant regarding the plea. The Defendant Sharon Patrow (2) pleads GUILTY to Count 13. The plea is accepted. The Court ORDERS the preparation of a Presentence Report. Sentencing set for May 23, 2016 9:00 a.m. for sentencing. Position papers shall be filed by May 9, 2016. The Court vacates the trial date as to this defendant.Court Reporter: Carol Zuborg. (lc) (Entered: 10/05/2015)
11/20/2015	<u>139</u>	GOVERNMENT'S ADDENDUM TO REPORT REGARDING DISCOVERY PURSUANT TO COURT'S DISCOVERY AND TRIAL ORDER IN CRIMINAL CASE filed by Plaintiff USA as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana Re: Miscellaneous Document, <u>72</u> (Arkow, Steven) (Entered: 11/20/2015)
12/08/2015	<u>141</u>	NOTICE of Manual Filing of UNDER SEAL FILING: EX PARTE APPLICATION AND PROPOSED ORDER filed by Plaintiff USA as to Defendant Priscilla Villabroza, Sharon Patrow, Sri Wijegoonaratna, Boyao Huang, Nancy Briones, Roseilyn Montana (Arkow, Steven) (Entered: 12/08/2015)
12/10/2015	<u>142</u>	SEALED DOCUMENT-GOVERNMENTS EX PARTE APPLICATION FOR AN ORDER ALLOWING DISCLOSURE OF GRAND JURY TESTIMONY AND MATTER; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF AUSA STEVEN M. ARKOW (lc) (Entered: 12/10/2015)
12/10/2015	<u>143</u>	SEALED DOCUMENT-ORDER ALLOWING DISCLOSURE OF GRAND JURY TESTIMONY AND MATTER (lc) (Entered: 12/10/2015)
01/04/2016	<u>150</u>	Notice of Appearance or Withdrawal of Counsel: for attorney Ann C Kim counsel for Plaintiff USA. Adding Ann C. Kim as counsel of record for Plaintiff for the reason indicated in the G-123 Notice. Filed by plaintiff USA. (Attorney Ann C Kim added to party USA(pty:pla))(Kim, Ann) (Entered: 01/04/2016)

01/11/2016	<u>156</u>	ORDER CONTINUING TRIAL DATE AND FINDINGS OF EXCLUDABLE TIME PERIODS PURSUANT TO SPEEDY TRIAL ACT by Judge S. James Otero as to Defendant Sri Wijegoonaratna, Boyao Huang. Jury Trial continued to 3/22/2016 08:30 AM. The Court will hold a motions hearing on February 29, 2016 at 10:00 a.m. with the following briefing schedule: (1) motions, including motions related to the introduction of evidence pursuant to Federal Rule of Evidence 404(b), to be filed on or before January 25, 2016, except a motion for authentication and admission of records pursuant to Rule 902(11); (2) oppositions to be filed by February 8, 2016; (3) replies, if any, to be filed by February 16, 2016; and (4) hearing on such motions on February 29, 2016. Motions in limine, other than a motion in limine related to the introduction of evidence pursuant to Rule 404(b), are to be filed according to the Courts standing Discovery and Trial Order in Criminal Cases (Doc. No. 108). (lc) Modified on 1/28/2016 (lc). (NOTE DOCKETED IN ERROR AS TO DEFENDANT SHARON PATROW'S CASE DOCKET ONLY). Modified on 1/28/2016 (lc). (Entered: 01/12/2016)
01/28/2016	<u>168</u>	NOTICE OF CLERICAL ERROR, as to Defendant Sharon Patrow: Due to clerical error Re: Order to Continue Trial <u>156</u> was docketed on this defendant's case in error, should have been docketed under 2:14-cr-00512- SJO-3 Sri Wijegoonaratna and 2:14-cr-00512-SJO-4 Boyao Huang. Therefore the erroneous trial date has been terminated. (lc) (Entered: 01/28/2016)
03/25/2016	<u>208</u>	Notice of Appearance or Withdrawal of Counsel: for attorney Ann C Kim counsel for Plaintiff USA. Ann C. Kim 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. (Kim, Ann) (Entered: 03/25/2016)
03/25/2016	<u>209</u>	STIPULATION to Continue Sentencing from May 23, 2016 to August 1, 2016 filed by Plaintiff USA as to Defendant Sharon Patrow (Attachments: # <u>1</u> Proposed Order)(Arkow, Steven) (Entered: 03/25/2016)
03/29/2016	<u>212</u>	ORDER TO CONTINUE SENTENCING AND DISCLOSE PRESENTENCE REPORT INDISCOVERY as to Defendant Sharon Patrow by Judge S. James Otero. Sentencing continued to 8/1/2016 09:00 AM. (lc) (Entered: 03/29/2016)
03/30/2016	<u>213</u>	NOTICE OF APPEARANCE OR REASSIGNMENT of AUSA Leon W Weidman on behalf of Plaintiff USA. Filed by Plaintiff USA. (Attorney Leon W Weidman added to party USA(pty:pla))(Weidman, Leon) (Entered: 03/30/2016)
07/08/2016	<u>295</u>	EX PARTE APPLICATION to Continue sentencing from August 1, 2016 to October 31, 2016. Filed by Defendant Sharon Patrow. (Podberesky, Vicki) (Entered: 07/08/2016)
07/08/2016	<u>296</u>	EX PARTE APPLICATION to Continue sentencing from August 1, 2016 to October 31, 2016. Filed by Defendant Sharon Patrow. (Attachments: # <u>1</u> Proposed Order to continue sentencing) (Podberesky, Vicki) (Entered: 07/08/2016)
07/09/2016	<u>297</u>	

		ORDER TO CONTINUE Sentencing as to Defendant Sharon Patrow by Judge S. James Otero. Sentencing continued to 10/31/2016 09:00 AM. (lc) (Entered: 07/11/2016)
09/22/2016	<u>326</u>	STIPULATION to Continue Sentencing from October 31, 2016 to November 7, 2016 filed by Defendant Sharon Patrow (Attachments: # <u>1</u> Proposed Order) (Nasatir, Michael) (Entered: 09/22/2016)
09/26/2016	<u>329</u>	ORDER by Judge S. James Otero as to Defendant Sharon Patrow, that Sentencing in this matter is continued from 10/31/2016 to 11/7/2016 at 9:00 AM. (jp) (Entered: 09/27/2016)
10/24/2016	<u>334</u>	EX PARTE APPLICATION for Order for to file document under seal Filed by Defendant Sharon Patrow. (Attachments: # <u>1</u> Proposed Order) (Nasatir, Michael) (Entered: 10/24/2016)
10/24/2016	<u>335</u>	STIPULATION to Continue Sentencing from November 7, 2016 to February 21, 2017 filed by Defendant Sharon Patrow (Attachments: # <u>1</u> Proposed Order) (Nasatir, Michael) (Entered: 10/24/2016)
10/27/2016	<u>336</u>	ORDER TO FILE DOCUMENT UNDER SEAL <u>334</u> by Judge S. James Otero (lc) (Entered: 10/27/2016)
10/31/2016	<u>337</u>	ORDER TO CONTINUE SENTENCING HEARING as to Defendant Sharon Patrow by Judge S. James Otero: Sentencing continued to 2/21/2017 09:00 AM (lc) (Entered: 10/31/2016)
11/01/2016	<u>338</u>	NOTICE TO PARTIES by District Judge S. James Otero. Effective November 7, 2016, Judge Otero will be located at the 1st Street Courthouse, COURTROOM 10C on the 10th floor, located at 350 W. 1st Street, Los Angeles, California 90012. All Court appearances shall be made in Courtroom 10C of the 1st Street Courthouse, and all mandatory chambers copies shall be hand delivered to the judge's mail box outside the Clerk's Office on the 4th floor of the 1st Street Courthouse. The location for filing civil documents in paper format exempted from electronic filing and for viewing case files and other records services remains at the United States Courthouse, 312 North Spring Street, Room G-8, Los Angeles, California 90012. The location for filing criminal documents in paper format exempted from electronic filing remains at Edward R. Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Room 178, Los Angeles, California 90012. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY.(rrp) TEXT ONLY ENTRY (Entered: 11/01/2016)
02/14/2017	<u>361</u>	STIPULATION to Continue Sentencing from February 21, 2017 to November 6, 2017 filed by Defendant Sharon Patrow (Attachments: # <u>1</u> Proposed Order to continue sentencing)(Zimbert, Tabitha) (Entered: 02/14/2017)
02/14/2017	<u>362</u>	EX PARTE APPLICATION for Order for to file document under seal Filed by Defendant Sharon Patrow. (Attachments: # <u>1</u> Proposed Order to file document under seal) (Zimbert, Tabitha) (Entered: 02/14/2017)
02/15/2017	<u>364</u>	ORDER TO CONTINUE SENTENCING TO 11/6/2017 09:00 AM as to Defendant Sharon Patrow by Judge S. James Otero. (lc) (Entered: 02/15/2017)

02/15/2017	<u>369</u>	SEALED DOCUMENT- DECLARATION IN SUPPORT OF EXPARTE APPLICATION TO FILE DOCUMENT UNDER SEAL(lc) (Entered: 02/17/2017)
02/15/2017	<u>370</u>	SEALED DOCUMENT- ORDER TO FILE DOCUMENT UNDER SEAL (lc) (Entered: 02/17/2017)
02/15/2017	<u>371</u>	SEALED DOCUMENT-DECLARATION OF MICHAEL D NASATIR IN SUPPORT OF STIPULATION TO CONTINUE SENTENCING(lc) (Entered: 02/17/2017)
05/09/2017	<u>399</u>	NOTICE of Change of firm name and address by Vicki I Podberesky attorney for Defendant Sharon Patrow. Changing firm name to Andrues/Podberesky and address to 818 W. 7th Street, Suite 960, Los Angeles, CA 90017. (213) 395-0400. Filed by Defendant Sharon Patrow. (Podberesky, Vicki) (Entered: 05/09/2017)
06/02/2017	<u>400</u>	NOTICE of Change of firm name and address by Richard G Hirsch attorney for Defendant Sharon Patrow. Changing firm name to Andrues/Podberesky and address to 818 W. 7th Street, Suite 960 Los Angeles, CA 90017 (213) 395-0400. Filed by Defendant Sharon Patrow. (Hirsch, Richard) (Entered: 06/02/2017)
06/02/2017	<u>401</u>	NOTICE of Change of firm name and address by Michael D Nasatir attorney for Defendant Sharon Patrow. Changing firm name to Andrues/Podberesky and address to 818 West 7th Street, Suite 960, Los Angeles, CA 90017 (213) 395-0400. Filed by Defendant Sharon Patrow. (Nasatir, Michael) (Entered: 06/02/2017)
06/05/2017	<u>402</u>	NOTICE TO FILER OF DEFICIENCIES in Electronically Filed Documents RE: Notice of Change of Address, <u>400</u> . The following error(s) was found: Other error(s) with document(s) are specified below: Submitted a G-06 for an attorney who is not attorney of record on this case. In response to this notice the court may order (1) an amended or correct document to be filed (2) the document stricken or (3) take other action as the court deems appropriate. You need not take any action in response to this notice unless and until the court directs you to do so. (lt) (Entered: 06/05/2017)
10/16/2017	<u>428</u>	STIPULATION to Continue Sentencing Hearing from November 6, 2017 to November 27, 2017 Re: Order to Continue Trial, Change of Plea or Sentencing <u>364</u> filed by Defendant Sharon Patrow (Attachments: # <u>1</u> Proposed Order) (Podberesky, Vicki) (Entered: 10/16/2017)
10/18/2017	<u>429</u>	ORDER TO CONTINUE SENTENCING TO FEBRUARY 26, 2018 9:00 AM as to Defendant Sharon Patrow by Judge S. James Otero. (lc) (Entered: 10/20/2017)
10/26/2017	<u>430</u>	NOTICE of TO CORRECT ORDER TO CONTINUE SENTENCING HEARING filed by Defendant Sharon Patrow , Re: Order to Continue Trial, Change of Plea or Sentencing <u>429</u> (Attachments: # <u>1</u> Proposed Order) (Podberesky, Vicki) (Entered: 10/26/2017)
11/07/2017	<u>433</u>	

		ORDER TO CONTINUE SENTENCING HEARING by Judge S. James Otero as to Defendant Sharon Patrow <u>430</u> It is hereby ordered that the sentencing date of February 26, 2018 be advanced to November 27, 2017 at 9:00 a.m., before Judge S. James Otero. (rfi) (Entered: 11/07/2017)
11/13/2017	<u>434</u>	NOTICE OF MOTION AND MOTION for Leave to File MOTION TO FILE SENTENCING POSITION PAPER UNDER SEAL; DECLARATION OF VICKI I. PODBERESKY. Filed by Defendant Sharon Patrow. Motion set for hearing on 11/27/2017 at 09:00 AM before Judge S. James Otero. (Attachments: # <u>1</u> Proposed Order GRANTING MOTION TO FILE SENTENCING POSITION UNDER SEAL) (Podberesky, Vicki) (Entered: 11/13/2017)
11/13/2017	<u>435</u>	POSITION WITH RESPECT TO PRESENTENCE REPORT filed by Plaintiff USA as to Defendant Sharon Patrow (Arkow, Steven) (Entered: 11/13/2017)
11/15/2017	<u>436</u>	ORDER GRANTING MOTION TO FILE SENTENCING POSITION UNDER SEAL <u>434</u> by Judge S. James Otero (lc) (Entered: 11/15/2017)
11/15/2017	<u>437</u>	SEALED DOCUMENT-POSITION PAPER; EXHIBITS UNDER SEAL (lc) (Entered: 11/16/2017)

PACER Service Center			
Transaction Receipt			
11/21/2017 17:26:28			
PACER Login:	di0237:2536794:0	Client Code:	
Description:	Docket Report	Search Criteria:	2:14-cr-00512-SJO End date: 11/21/2017
Billable Pages:	7	Cost:	0.70