

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

FILED
NOV 03 2015
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff,)
v.)
STEVEN RIGLER (1))
Defendant.)

CRIMINAL CASE NO. 15CR2773-BAS
**ORDER AND CONDITIONS OF PRETRIAL
RELEASE: BAIL (18 U.S.C. § 3142(c))**

A hearing was held to determine pretrial conditions of release of the defendant pursuant to 18 U.S.C. § 3142. The Federal Judge determined an unconditional release pursuant to 18 U.S.C. § 3142(b) is not sufficient to assure the appearance of the defendant and the safety of the community. Thus, conditions of pretrial release are necessary pursuant to 18 U.S.C. § 3142(c). *Good cause appearing,*

IT IS ORDERED that the defendant shall be released subject to the condition that the defendant: *(a) not commit a federal, state or local crime during the period of release; (b) make all court appearances and (c) comply with the conditions itemized below, as indicated by (✓), in accordance with 18 U.S.C. § 3142(c)(2):*

STANDARD CONDITIONS:

- 1. restrict travel to San Diego County, Southern District of California, Central District of California, State of California, United States, do not enter Mexico, other;
- 2. report for supervision to Pretrial Services Agency (PSA) as directed by the assigned PSO and pay for the reasonable costs of supervision in an amount determined by PSA and approved by the court;
- ✓ 3. not possess or use any narcotic drug or controlled substance, (defined in 21 U.S.C. § 802), without a lawful medical prescription;
- 4. not possess any firearms, dangerous weapon or destructive device during the pendency of the case;
- 5. read, or have explained, and acknowledge understanding of the Advice of Penalties and Sanctions Form;
- 6. provide a current residence address and phone number prior to release and keep it current while case pending.

ADDITIONAL CONDITIONS:

- 7. Comply with all government agency conditions to be able to legally remain in the United States during pendency of the proceedings;
- 8. submit to treatment, and/or testing, at the discretion of the pretrial officer assigned to your case, no more than _____ times per month, for:
 - drugs or alcohol, and/or psychiatric or psychological counseling;
- 9. the defendant shall be monitored by the form of location monitoring indicated below and abide by all technology requirements under the following components. Defendant and sureties are responsible for all equipment associated with this program including loss or damage.
 - 1) a Global Positioning System (GPS) RF Monitoring Voice Recognition
 - 2) Home Incarceration Home Detention Curfew - Remain at your residence every day from _____ A.M./P.M. to _____ A.M./P.M. or as directed by the Pretrial Services Officer; defendant shall pay all or part of the costs of monitoring as directed by the court and/or the Pretrial Services Officer; Defendant to be released to PSA custody the following business day by 10:00 a.m.
- 10. actively seek and maintain full-time employment, schooling, or combination of both;
- 11. execute a personal appearance bond in the amount of \$ _____ secured by:
 - a trust deed to the United States on real estate approved by a Federal Judge;
 - the co-signatures of _____ financially responsible (related) adults;
 - Nebbia hearing Exam of Sureties other: _____
- 12. provide the court with: a cash bond and/or execute a bail bond by an approved solvent corporate surety in the amount of \$ _____ that covers ALL conditions of release (not just appearances).
- 13. 18 U.S.C. § 3142(d) hold until _____; If no detainer is lodged by then, these conditions take effect;
- 14. clear all warrants/FTAs and pay all fines within _____ days of release;
- 15. Defendant is to reside with _____ or defendant's residence be approved by PTS;
- 16. Defendant to surrender any valid passport and may not apply for new travel documents.
- 17. all conditions previously set will remain the same
- 18. Other conditions: _____

DATED: 11/3/2015

Cynthia Bashant
Federal Judge, Cynthia A. Bashant

FILED
NOV 03 2015
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY *DM* DEPUTY

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
Plaintiff,
v.
STEVEN RIGLER,
Defendant.

Case No. *15 CR 2773-BAS*

INFORMATION

Title 18, United States Code, Section 1349
– Conspiracy to Commit Honest Services
Mail Fraud

The U.S. Attorney charges:

INTRODUCTORY ALLEGATIONS

At all times relevant:

1. Defendant STEVEN RIGLER (hereinafter referred to as “RIGLER”) was a chiropractor licensed to practice in the state of California, who operated three clinics specializing in chiropractic medicine.

2. Chiropractic is a form of alternative medicine that emphasizes diagnosis, treatment and prevention of mechanical disorders of the musculoskeletal system, especially the spine, under the belief that these disorders affect general health via the nervous system. It is a healthcare profession, and although chiropractors have many

1 similarities to primary care providers, they are more similar to a medical specialty like
2 dentistry or podiatry.

3 3. The main chiropractic treatment techniques involve manual therapy,
4 especially manipulation of the spine, other joints, and soft tissues; treatment may also
5 include exercises and health and lifestyle counseling.

6 4. Doctors of chiropractic medicine owe a duty of honest services to their
7 patients for decisions made relating to the care of those patients, including the informed
8 choice as to whether to undergo diagnostic testing and obtain durable medical equipment
9 and, if so, an informed choice as to the providers of such equipment and testing.

10 5. Doctors of chiropractic medicine have a legal duty to act solely in their
11 patient's best interests. As such, they are fiduciaries. Fiduciaries may not profit from
12 their relationship with their patient unless they have the patient's express informed
13 consent. They also have a duty to avoid any conflicts of interest between themselves and
14 their patients.

15 6. Providence Scheduling operated in the Southern District of California as a
16 scheduling service that referred patients to specific chiropractors for care; C.A. and F.I.
17 directed the activities of Providence Scheduling.

18 7. S.O. was an attorney licensed to practice law in the state of California
19 specializing in workers' compensation.

20 8. Meridian Medical Resources, Inc. was a supplier of durable medical
21 equipment operating in the Southern District of California; F.I. directed the activities of
22 Providence Scheduling.

23 9. MedEx Solutions, Inc. was a scheduling service for ancillary services,
24 including diagnostic imaging; C.A. and F.I. directed the activities of Providence
25 Scheduling.

26 10. Vital Imaging was a medical diagnostic company operating in the Southern
27 District of California.

28 //

1 **Count 1**

2 **(Conspiracy - 18 U.S.C. Section 1349)**

3 11. The Introductory Allegations contained in paragraphs 1 through 9 of this
4 Indictment are re-alleged and incorporated as if set forth fully herein.

5 12. Beginning no later than August 2013, and continuing through in or about
6 September 2014, within the Southern District of California, and elsewhere, defendant
7 STEVEN RIGLER knowingly and willfully conspired to commit Honest Services Mail
8 Fraud, that is, knowingly and with the intent to defraud, devising and participating in a
9 scheme to defraud and to deprive patients of the intangible right to RIGLER's honest
10 services by accepting and concealing bribes and kickbacks, in violation of Title 18, United
11 States Code, Sections 1341 and 1346.

12 **MANNER AND MEANS**

13 13. In furtherance of the conspiracy, and to accomplish its objects, the defendant
14 utilized the following manners and means, among others:

15 14. RIGLER, C.A., F.I. and others agreed to and did solicit patients for referral to
16 workers' compensations attorneys, including S.O., operating in the Southern District of
17 California.

18 15. As part of the agreement, the attorneys were referred patients to sign up as
19 clients in exchange for directing the patients to Providence Scheduling, which would then
20 refer the patients to specific chiropractors for care.

21 16. RIGLER agreed with C.A., F.I. and others to receive patients referred by
22 Providence Scheduling each month in exchange for kickbacks and bribes, which would be
23 concealed from RIGLER's patients.

24 17. The kickbacks included an agreement between RIGLER, C.A. and F.I. to
25 direct each patient referred by Providence Scheduling for a specified amount of durable
26 medical equipment from Meridian Medical Resources, Inc. or diagnostic testing from
27 Vital Imaging. RIGLER was required to schedule any diagnostic imaging from Vital
28 Imaging through MedEx Solutions, Inc.

1 18. This agreement entered into by RIGLER, C.A., F.I. and others was made
2 prior to any examination and without regard to the medical necessity of such medical
3 equipment and services.

4 19. It was agreed to by RIGLER, C.A., F.I. and others that RIGLER would
5 conceal from the patients their agreement that RIGLER would direct his patients to obtain
6 a specific amount of durable medical equipment and diagnostic testing from Meridian
7 Medical Resources, Inc. and Vital Imaging.

8 20. It was agreed that RIGLER would also pay a monthly fee of approximately
9 \$3,000 to C.A. and F.I., in exchange for the referral of at least 40 patients per month to
10 RIGLER's chiropractic clinics.

11 21. The referral agreement with C.A., F.I. and others, resulted in the procuring of
12 hundreds of thousands of dollars in medical equipment and services from Meridian
13 Medical Resources, Inc. and Vital Imaging, which were obtained on the patients' behalf
14 and without their informed consent.

15 22. Meridian Medical Resources, Inc. and Vital Imaging submitted bills resulting
16 from this scheme to various healthcare benefits programs, including Travelers Insurance,
17 Zenith Insurance Company and others, by placing such bills in an authorized depository
18 for the mail, to be sent and delivered by the Postal Service.

19 23. The existence of this concealed agreement regarding bribes and kickback
20 payments was material to the patients' informed consent whether to continue with their
21 care under RIGLER.

22 All in violation of Title 18, United States Code, Section 1349.

23
24 DATED: 11/3/2015

25 LAURA E. DUFFY
United States Attorney

26
27 By:


28 FRED SHEPPARD
Assistant U.S. Attorney

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BY *SM* DEPUTY

8 Attorneys for United States of America
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10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 UNITED STATES OF AMERICA,

Case No. **15 CR 2773-BAS**

13 Plaintiff,

PLEA AGREEMENT

14 v.

15 STEVEN RIGLER,

16 Defendant.

17 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF
18 AMERICA, through its counsel, Laura E. Duffy, United States Attorney,
19 and Valerie H. Chu and Fred Sheppard, Assistant United States
20 Attorneys, and defendant STEVEN RIGLER, with the advice and consent
21 of Michael D. Stein, counsel for defendant, as follows:

22 I

23 THE PLEA

24 Defendant agrees to waive Indictment and plead guilty to an
25 Information charging Conspiracy to Commit Honest Services Mail Fraud,
26 in violation of 18 U.S.C. § 1349. In addition, defendant agrees that
27 the provisions of the attached forfeiture addendum shall govern
28 forfeiture in this case.

Plea Agreement

Def. Initials *SR*

1 II

2 NATURE OF THE OFFENSE

3 A. ELEMENTS EXPLAINED

4 Defendant understands that the offense to which defendant is
5 pleading guilty has the following elements:

- 6 1. There was an agreement between two or more persons to
7 commit Honest Services Mail Fraud;
8 2. The defendant entered into the agreement knowing of at
9 least one of its objects and intending to help
10 accomplish it.

11 To obtain forfeiture of assets, the government would have to
12 show that the assets constitute, or were derived from, proceeds
13 traceable to his participation in the conspiracy to commit mail
14 fraud.

15 The elements of Honest Services Mail Fraud are as follows:

- 16 1. The defendant devised or knowingly participated in a
17 scheme to deprive a victim of his or her right to the
18 defendant's honest services;
19 2. The scheme consisted of concealing a kickback that the
20 defendant received in exchange for his services;
21 3. The defendant, as a healthcare professional, owed a
22 fiduciary duty to the victim;
23 4. The defendant acted with the intent to defraud by
24 depriving the victim of his or her right to the
25 defendant's honest services;
26 5. The defendant's act was material; that is, it had a
27 natural tendency to influence, or was capable of
28 influencing, a person's acts; and

1 6. The defendant used, or caused someone to use, the
2 mails to carry out or to attempt to carry out the
3 scheme or plan.

4 B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

5 Defendant has fully discussed the facts of this case with
6 defense counsel. Defendant has committed each of the elements of the
7 crime, and admits that there is a factual basis for this guilty plea.
8 The following facts are true and undisputed:

9 1. From at least August 2013, through September 2014,
10 Defendant was a chiropractor, licensed to practice in
11 the Southern District of California. Among other
12 things, Defendant operated three clinics specializing
13 in chiropractic medicine. As a licensed chiropractor,
14 a medical professional, Defendant owed a fiduciary
15 duty to his patients.

16 2. During this time period, Defendant agreed to have
17 patients referred to his chiropractic clinics by
18 Carlos Arguello, Fermin Iglesias and others through
19 various front companies.

20 3. In exchange for the referral of patients to
21 Defendant's chiropractic clinics, Defendant agreed
22 that he and his staff would direct each patient to
23 obtain \$600 worth of durable medical equipment ("DME")
24 and/or undergo magnetic resonance imaging ("MRI") or
25 other diagnostic testing.

26 4. As further part of the scheme, Defendant referred
27 patients to specific DME, MRI or other diagnostic
28

1 testing providers as directed by Carlos Arguello,
2 Fermin Iglesias and others.

3 5. Patients referred to Defendant's chiropractic practice
4 as part of this scheme were not advised prior to being
5 examined that Defendant had agreed to recommend that
6 each of them receive at least \$600 worth of DME, MRI
7 or other diagnostic testing. Defendant agrees that
8 the concealment of this information was material to a
9 patient's determination as to whether to continue in
10 his or her care with Defendant or to seek treatment
11 from another chiropractor or other health care
12 provider.

13 6. As a further part of the scheme, Defendant caused DME,
14 MRI and similar diagnostic testing providers to submit
15 claims, inter alia, via the mail, for payment of the
16 costs from health care benefits programs.

17 7. From at least August 2013, through September 2014, as
18 part of this scheme, Defendant was sent, on average,
19 more than 40 patients per month.

20 *** Without any condition or reservation whatsoever, Defendant agrees
21 that these facts are true and correct and may be utilized at any
22 trial (including the Government's case-in-chief), hearing or
23 proceeding against Defendant or any other individual. ***

24  2/25/15
25 Signature and Date
26 Defendant Steven Rigler

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1 III

2 PENALTIES

3 Defendant understands that the crime to which defendant is
4 pleading guilty carries the following penalties:

- 5 A. a maximum 20 years in prison;
- 6 B. a maximum \$250,000 fine;
- 7 C. a mandatory special assessment of \$100 per count; and
- 8 D. a term of supervised release of 3 years. Defendant
9 understands that failure to comply with any of the
10 conditions of supervised release may result in revocation
11 of supervised release, requiring defendant to serve in
12 prison, upon any such revocation, all or part of the
13 statutory maximum term of supervised release for the
14 offense that resulted in such term of supervised release.
- 15 E. an order from the Court pursuant to 18 U.S.C. § 3663A that
16 defendant make mandatory restitution to the victim(s) of
17 the offense of conviction, or the estate(s) of the
18 victims(s). Defendant understands that the Court shall
19 also order, if agreed to by the parties in this plea
20 agreement, restitution to persons other than the victim(s)
21 of the offense of conviction.
- 22 F. an order of forfeiture of any property, real or personal,
23 which constitutes or is derived from proceeds traceable to
24 the offense.

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Plea Agreement

Def. Initials

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IV

DEFENDANT'S WAIVER OF TRIAL RIGHTS

Defendant understands that this guilty plea waives the right to:

- A. Continue to plead not guilty and require the Government to prove the elements of the crime beyond a reasonable doubt;
- B. A speedy and public trial by jury;
- C. The assistance of counsel at all stages of trial;
- D. Confront and cross-examine adverse witnesses;
- E. Testify and present evidence and to have witnesses testify on behalf of defendant; and,
- F. Not testify or have any adverse inferences drawn from the failure to testify.

Defendant knowingly and voluntarily waives any rights and defenses Defendant may have under the Excessive Fines Clause of the Eighth Amendment to the United States Constitution to the forfeiture of property in this proceeding or any related civil proceeding.

V

DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION

The Government represents that any information establishing the factual innocence of defendant known to the undersigned prosecutor in this case has been turned over to defendant. The Government will continue to provide such information establishing the factual innocence of defendant.

Defendant understands that if this case proceeded to trial, the Government would be required to provide impeachment information relating to any informants or other witnesses. In addition, if defendant raised an affirmative defense, the Government would be

1 required to provide information in its possession that supports such
2 a defense. Defendant acknowledges, however, that by pleading guilty
3 defendant will not be provided this information, if any, and
4 defendant also waives the right to this information. Finally,
5 defendant agrees not to attempt to withdraw the guilty plea or to
6 file a collateral attack based on the existence of this information.

7 VI

8 **DEFENDANT'S REPRESENTATION THAT GUILTY**
9 **PLEA IS KNOWING AND VOLUNTARY**

10 Defendant represents that:

- 11 A. Defendant has had a full opportunity to discuss all the
12 facts and circumstances of this case with defense counsel
13 and has a clear understanding of the charges and the
14 consequences of this plea. Defendant understands that, by
15 pleading guilty, defendant may be giving up, and rendered
16 ineligible to receive, valuable government benefits and
17 civic rights, such as the right to vote, the right to
18 possess a firearm, the right to hold office, and the right
19 to serve on a jury. Defendant further understands that the
20 conviction in this case may subject defendant to various
21 collateral consequences, including but not limited to
22 deportation, removal or other adverse immigration
23 consequences; revocation of probation, parole, or
24 supervised release in another case; debarment from
25 government contracting; and suspension or revocation of a
26 professional license, as well as civil and administrative
27 liability, none of which will serve as grounds to withdraw
28 defendant's guilty plea.
- B. No one has made any promises or offered any rewards in
return for this guilty plea, other than those contained in
this agreement or otherwise disclosed to the Court.
- C. No one has threatened defendant or defendant's family to
induce this guilty plea.
- D. Defendant is pleading guilty because in truth and in fact
defendant is guilty and for no other reason.

VII

**AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE
SOUTHERN DISTRICT OF CALIFORNIA**

This plea agreement is limited to the United States Attorney's Office for the Southern District of California, and cannot bind any other federal, state or local prosecuting, administrative, or regulatory authorities, although the Government will bring this plea agreement to the attention of other authorities if requested by the defendant.

VIII

APPLICABILITY OF SENTENCING GUIDELINES

Defendant understands the sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a). Defendant understands further that in imposing the sentence, the sentencing judge must consult the United States Sentencing Guidelines (Guidelines) and take them into account. Defendant has discussed the Guidelines with defense counsel and understands that the Guidelines are only advisory, not mandatory, and the Court may impose a sentence more severe or less severe than otherwise applicable under the Guidelines, up to the maximum in the statute of conviction. Defendant understands further that the sentence cannot be determined until a presentence report has been prepared by the U.S. Probation Office and both defense counsel and the Government have had an opportunity to review and challenge the presentence report. Nothing in this plea agreement shall be construed as limiting the Government's duty to provide complete and accurate facts to the district court and the U.S. Probation Office.

IX

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). Defendant understands that the sentence is within the sole discretion of the sentencing judge. The Government has not made and will not make any representation as to what sentence defendant will receive. Defendant understands that the sentencing judge may impose the maximum sentence provided by statute, and is also aware that any estimate of the probable sentence by defense counsel is a prediction, not a promise, and is not binding on the Court. Likewise, the recommendation made by the Government is not binding on the Court, and it is uncertain at this time what defendant's sentence will be. Defendant also has been advised and understands that if the sentencing judge does not follow any of the parties' sentencing recommendations, defendant nevertheless has no right to withdraw the plea.

X

PARTIES' SENTENCING RECOMMENDATIONS

A. SENTENCING GUIDELINE CALCULATIONS

Although the parties understand that the Guidelines are only advisory and just one of the factors the Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly recommend the following Base Offense Level, Specific Offense Characteristics, Adjustments and Departures:

- | | | |
|----|---|-----|
| 1. | Base Offense Level [§ 2B1.1] | 7 |
| 2. | Loss or Gain between \$200,000 and \$400,000 [§ 2B1.1(b)(1)(G)] | +12 |
| 3. | More than 250 victims [§ 2B1.1(b)(2)(B)] | +6 |
| 4. | Acceptance of Responsibility [§ 3E1.1] | -3 |

Plea Agreement

Def. Initials

GA

1 B. ACCEPTANCE OF RESPONSIBILITY

2 Notwithstanding paragraph A.7 above, the Government will not be
3 obligated to recommend any adjustment for Acceptance of
4 Responsibility if defendant engages in conduct inconsistent with
5 acceptance of responsibility including, but not limited to, the
6 following:

- 7 1. Fails to truthfully admit a complete factual basis as
8 stated in the plea at the time the plea is entered, or
9 falsely denies, or makes a statement inconsistent
10 with, the factual basis set forth in this agreement;
11 2. Falsely denies prior criminal conduct or convictions;
12 3. Is untruthful with the Government, the Court or
13 probation officer;
14 4. Materially breaches this plea agreement in any way; or
15 5. Contests or assists any third party in contesting the
16 forfeiture of property(ies) seized in connection with
17 this case, and any property(ies) to which the
18 defendant has agreed to forfeit as set forth in the
19 attached forfeiture addendum.

20 C. FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING
21 THOSE UNDER 18 U.S.C. § 3553

22 The parties agree that defendant may request or recommend
23 additional downward adjustments, departures, including criminal
24 history departures under USSG § 4A1.3, or sentence reductions under
25 18 U.S.C. § 3553. The Government will oppose any such downward
26 adjustments, departures and sentence reductions not set forth in
27 Section X, paragraph A above.

1 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

2 The parties have no agreement as to defendant's Criminal History
3 Category.

4 E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

5 The parties agree that the facts in the "factual basis"
6 paragraph of this agreement are true, and may be considered as
7 "relevant conduct" under USSG § 1B1.3 and as the nature and
8 circumstances of the offense under 18 U.S.C. § 3553(a)(1).

9 F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

10 The parties agree that the Government will recommend that
11 defendant be sentenced at the low end of the advisory guideline range
12 as calculated by the Government pursuant to this agreement.

13 G. SPECIAL ASSESSMENT/FINE/RESTITUTION/FORFEITURE

14 1. Special Assessment.

15 The parties will jointly recommend that defendant pay a special
16 assessment in the amount of \$100.00 to be paid forthwith at time of
17 sentencing. The special assessment shall be paid through the office
18 of the Clerk of the District Court by bank or cashier's check or
19 money order made payable to the "Clerk, United States District
20 Court."

21 2. Fine.

22 In light of the forfeiture order, the parties do not request a
23 fine.

24 3. Restitution.

25 The parties do not recommend imposition of a restitution order
26 in light of the difficulty of determining the loss caused by
27 Defendant's conduct to the victims. 18 USC § 3553A(c)(3)(B).

1 C. WAIVER OF RIGHT TO COLLATERAL ATTACK

2 Defendant waives, to the full extent of the law, any right to
3 collaterally attack the conviction and/or sentence, except for a
4 post-conviction collateral attack based on a claim of ineffective
5 assistance of counsel.

6 D. OBJECTIONS TO UNITED STATES' RECOMMENDATION

7 If Defendant believes the United States' recommendation is not
8 in accord with this plea agreement, Defendant will object at the time
9 of sentencing; otherwise the objection will be deemed waived.

10 XII

11 BREACH OF THE PLEA AGREEMENT

12 A. MATERIAL BREACH OF PLEA AGREEMENT

13 Defendant acknowledges, understands, and agrees that if
14 Defendant violates or fails to perform any of Defendant's obligations
15 under this agreement, such violation or failure to perform will
16 constitute a material breach of this agreement.

17 Defendant acknowledges, understands, and agrees further that the
18 following non-exhaustive list of conduct by Defendant unquestionably
19 constitutes a material breach of this plea agreement:

- 20 1. Failing to plead guilty pursuant to this agreement;
- 21 2. Withdrawing the guilty plea or attempting to withdraw
22 the guilty plea;
- 23 3. Failing to fully accept responsibility as established
24 in Section X, paragraph B, above;
- 25 4. Failing to appear in court;
- 26 5. Failing to abide by any lawful court order related to
27 this case;
- 28 6. Appealing or collaterally attacking the sentence or
conviction in violation of Section XI of this plea
agreement; or

1 Constitution, any statute, Federal Rule of Evidence 410, Federal Rule
2 of Criminal Procedure 11(f), and/or any other federal rule, that
3 these statements or any evidence derived from these statements should
4 be suppressed or are inadmissible. Defendant's waiver of the
5 aforementioned rights is effective as soon as the parties sign this
6 agreement, and is not contingent upon the Court ultimately accepting
7 Defendant's guilty plea.

8 **XIV**

9 **SUBSTANTIAL ASSISTANCE**

10 A. If Defendant attempts to assist in the investigation and
11 prosecution of others, there is no guarantee that this future
12 cooperation, if any, will be deemed "substantial," or whether it will
13 merit a downward departure from the Sentencing Guidelines.

14 B. If requested by the United States, Defendant agrees to be
15 interviewed again by federal and state law enforcement agents and
16 attorneys and to tell everything Defendant knows about every person
17 involved presently or in the past in the charged criminal offense(s),
18 as well as other violations of law. Defendant also agrees to produce
19 all documents and other evidence in Defendant's possession or control
20 related to these violations.

21 C. Defendant agrees not to do any undercover work or tape
22 record any conversations or gather evidence unless instructed by the
23 agent assigned to Defendant. Defendant can be prosecuted for any
24 criminal activity undertaken without instructions.

25 D. Defendant agrees to provide statements under penalty of
26 perjury and to testify before any federal or state grand jury, and at
27 any pretrial, trial, or post-trial proceedings. Defendant will
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1 provide complete, truthful, and accurate information and testimony.
2 Defendant agrees to submit to a polygraph examination to test the
3 truthfulness of Defendant's statements, upon request by the
4 United States.

5 E. As discussed in section XIII above, the factual admissions
6 in this plea agreement and any statements made by Defendant at any
7 guilty plea hearing (as well as any evidence derived from them) are
8 admissible against Defendant in this and all future proceedings.
9 However, the United States agrees that, if Defendant fully complies
10 with this plea agreement, it will not make use of any of Defendant's
11 statements to law enforcement in the course of cooperation and during
12 the period of post-plea cooperation in any further prosecution of
13 Defendant for any offense, or in Defendant's sentencing as provided
14 in USSG § 1B1.8. If Defendant does not fully comply with this plea
15 agreement, all statements made by Defendant before, during, and after
16 this plea agreement, and any leads or evidence derived from such
17 statements, can be used against Defendant and are admissible in
18 court.

19 F. Statements made by Defendant pursuant to this plea
20 agreement are not statements "made in the course of any proceedings
21 under Rule 11 of the Federal Rules of Criminal Procedure" and are not
22 statements "made in the course of plea discussions."

23 G. If the United States Attorney's Office decides that
24 Defendant has provided additional substantial assistance after the
25 date of this agreement, and has fully complied with this plea
26 agreement, it will file a motion for a downward departure under
27 18 U.S.C. § 3553 and/or USSG § 5K1.1. Defendant understands that the
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1 starting point for any substantial assistance departure will be the
2 greater of the applicable mandatory minimum or the pre-departure
3 Guidelines range. Defendant acknowledges that even if the
4 United States makes a motion, the Court may reject the United States'
5 motion and recommendation for departure and refuse to depart
6 downward, and Defendant would not be allowed to withdraw Defendant's
7 guilty plea.

8 H. If the United States Attorney's Office decides to make a
9 substantial assistance motion, it will inform the sentencing judge
10 of: (1) this plea agreement; (2) the nature and extent of Defendant's
11 assistance; and (3) all information in the possession of the
12 United States relevant to sentencing.

13 I. If Defendant provides materially false, incomplete, or
14 misleading testimony or information, or breaches this plea agreement
15 in any other way, the United States may prosecute Defendant in
16 connection with all federal criminal violations of which it is aware,
17 as set forth in Section XII above, including a prosecution for false
18 statements, perjury, and/or obstruction of justice. The United States
19 may also pursue any other remedy for breach of the plea agreement, as
20 set forth in Section XII above. Any prosecution or sentence resulting
21 from a breach of this plea agreement may be based on information
22 provided by Defendant.

23 XV

24 ENTIRE AGREEMENT

25 This plea agreement embodies the entire agreement between the
26 parties and supersedes any other agreement, written or oral.

27
28

Plea Agreement

17

Def. Initials



XVI

MODIFICATION OF AGREEMENT MUST BE IN WRITING

No modification of this plea agreement shall be effective unless in writing signed by all parties.

XVII

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this agreement, defendant certifies that Defendant has read it. Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

XVIII

DEFENDANT SATISFIED WITH COUNSEL

Defendant has consulted with counsel and is satisfied with counsel's representation. This is defendant's independent opinion, and his counsel did not advise him about what to say in this regard.

LAURA E. DUFFY
United States Attorney


VALERIE H. CHU
Assistant U.S. Attorney


FRED A. SHEPPARD
Assistant U.S. Attorney


MICHAEL D. STEIN
Defense Counsel

2/25/15
DATED

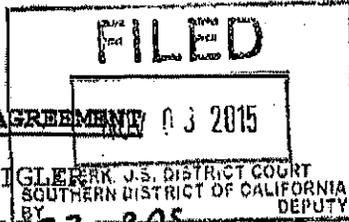
2-25-2015
DATED

2-25-15
DATED

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE.

2/25/15
DATED


STEVEN RIGLER
Defendant



FORFEITURE ADDENDUM TO PLEA AGREEMENT

United States v. STEVEN RIGLER
Criminal Case No. 15 CR 2773-BAS

Defendant understands and agrees that this forfeiture addendum to the plea agreement will be filed with the Court at the same time as the filing of the main plea agreement. At the time of the Rule 11 plea colloquy the Court will have before it the main plea agreement and one or more addenda, and any reference during the hearing to the "plea agreement" will be understood to be a reference to the main plea agreement together with these addenda. Both parties will insure that the Court is aware of and is considering both the plea agreement and these addenda at the Rule 11 hearing. If this issue is not raised by either party at the Rule 11 hearing, any objection relating to that issue will be considered waived.

I, the defendant, certify that I have read the preceding paragraph (or it has been read to me in my native language), and that I have discussed it with my counsel and fully understand its meaning and effect. I am satisfied with counsel's representation.

2/25/15
Date

[Signature]
STEVEN RIGLER
Defendant

Acknowledgment by Defense Counsel:

2-24-15
Date

[Signature]
MICHAEL D. STEIN
Defense Counsel

//

1 A. Property Subject to Forfeiture. In addition to waiving
2 Indictment and pleading guilty to an Information, as set forth in
3 Section I of the main agreement, defendant agrees to forfeit the
4 following assets (hereinafter "Subject Assets"), which consist of
5 proceeds of a conspiracy to commit offenses, and substitute assets:

- 6 • \$150,000 in U.S. currency, which constitutes or is
7 derived from proceeds traceable to Defendant's
8 participation in the conspiracy to commit honest services
9 mail fraud.

10 B. Bases of Forfeiture. Defendant acknowledges that all
11 property covered by this agreement is subject to forfeiture as
12 proceeds pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C.
13 § 2461(c), and as substitute assets for property otherwise subject
14 to forfeiture pursuant to 21 U.S.C. § 853(p) and 28 U.S.C.
15 § 2461(c).

16 C. Immediate Entry of Preliminary Order of Forfeiture.
17 Defendant consents and agrees to the immediate entry of a
18 preliminary order of forfeiture upon entry of the guilty plea.
19 Defendant further agrees that upon entry of the preliminary order
20 of forfeiture, such order will be considered final as to
21 defendant's interests in the property. Defendant agrees to
22 immediately withdraw any claims to property directly or indirectly
23 related to the criminal conduct seized in connection with this case
24 in any pending administrative and civil forfeiture proceeding, and
25 consents to the forfeiture of all properties seized in connection
26 with this case to the United States. Defendant agrees to execute
27 any and all documents requested by the Government to facilitate or
28 complete the forfeiture process. Defendant further agrees not to

1 contest or to assist any other person or entity in contesting the
2 forfeiture of the property seized in connection with this case.
3 Defendant specifically agrees to obtain from any party who has an
4 interest in the Subject Assets, including Defendant's spouse and
5 mother-in-law, any consent forms required to facilitate or complete
6 the forfeiture of the Subject Assets.

7 D. Entry of Orders of Forfeiture and Waiver of Notice.
8 Defendant consents and agrees to the entry of orders of forfeiture
9 for such property and waives the requirements of Federal Rules of
10 Criminal Procedure 32.2 and 43(a) regarding notice of the
11 forfeiture in the charging instrument, announcement of the
12 forfeiture at sentencing, and incorporation of the forfeiture in
13 the judgment. Defendant acknowledges that defendant understands
14 that the forfeiture of assets is part of the sentence that may be
15 imposed in this case and waives any failure by the Court to advise
16 defendant of this, pursuant to Rule 11(b)(1)(J), at the time the
17 Court accepts the guilty plea.

18 E. Waiver of Constitutional and Statutory Challenges.
19 Defendant further agrees to waive all constitutional and statutory
20 challenges in any manner (including direct appeal, habeas corpus,
21 or any other means) to any forfeiture carried out in accordance
22 with this agreement on any grounds, including that the forfeiture
23 constitutes an excessive fine or punishment. Defendant agrees to
24 take all steps as requested by the United States to pass clear
25 title to forfeitable assets to the United States, and to testify
26 truthfully in any judicial forfeiture proceeding.

27 F. Agreement Survives Defendant; No Forfeiture Abatement.
28 Defendant agrees that the forfeiture provisions of this plea

1 agreement are intended to, and will, survive defendant,
2 notwithstanding the abatement of any underlying criminal conviction
3 after the execution of this agreement. The forfeitability of any
4 particular property pursuant to this agreement shall be determined
5 as if defendant had survived, and that determination shall be
6 binding upon defendant's heirs, successors and assigns until the
7 agreed forfeiture, including any agreed money judgment amount, is
8 collected in full.

9 The defendant understands that the main plea agreement, this
10 and any other addendum embody the entire plea agreement between the
11 parties and supersedes any other plea agreement, written or oral.

12
13 FOR THE DEEFNDANT:

14 2/24/15
15 Date

[Signature]
16 STEVEN RAGLER
17 Defendant

18 ACKNOWLEDGMENT BY DEFENSE COUNSEL:

19 2-24-15
20 Date

[Signature]
21 MICHAEL D. STEIN
22 Defense Counsel

23 FOR THE GOVERNMENT:

24 2/25/15
25 Date

26 LAURA E. DUFFY
27 United States Attorney

28 2-25-2015
Date

[Signature]
29 VALERIE H. CHU
30 Assistant U.S. Attorney
[Signature]
31 FRED A. SHEPPARD
32 Assistant U.S. Attorney

ORIGINAL

FILED

2015 DEC -2 AM 11:01

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

STEVEN RIGLER,

Defendant.

Case No. 15CR2773-BAS

ORDER OF LIMITED UNSEALING OF
INDICTMENT, SUPERSEDING
INFORMATION, PLEA AGREEMENT, AND
FOREFEITURE ADDENDUM

UNDER SEAL

IT IS HEREBY ORDERED THAT:

(1) From the date of the signing of this order until December 11, 2015, the Information, Plea Agreement, and Forfeiture Addendum shall be unsealed for the limited purpose of allowing them to be used as exhibits to the testimony of Defendant Steven Rigler in proceedings before a Grand Jury convened by the San Diego District Attorney's Office, and to further be made part of the public record at the conclusion of that proceeding as required by applicable California state rules or court order.

(2) All filings and events in the case record shall be unsealed as of December 11, 2015.

IT IS SO ORDERED.

12-1-15
DATED

cc: CHAMBERES
AUSA

Cynthia Bashant
HON. CYNTHIA BASHANT
United States District Judge

12/1/15

ORIGINAL

FILED

2015 DEC -2 AM 11:01

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
TH

1 LAURA E. DUFFY
 United States Attorney
 2 VALERIE H. CHU
 Assistant United States Attorney
 3 California Bar No. 241709
 CAROLINE P. HAN
 4 Assistant United States Attorney
 California Bar No. 250301
 5 FRED A. SHEPPARD
 Assistant United States Attorney
 6 California Bar No. 250781
 Federal Office Building
 7 880 Front Street, Room 6293
 San Diego, California 92101-8893
 8 Telephone: (619) 546- 6750/6968/8237
 Email: Valerie.chu@usdoj.gov
Caroline.han@usdoj.gov
Fred.sheppard@usdoj.gov

9
10 Attorneys for United States of America

11 UNITED STATES DISTRICT COURT
 12
 13 SOUTHERN DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,
 15
 Plaintiff,
 16
 v.
 17 STEVEN RIGLER,
 18
 Defendant.

Case No. 15CR2773-BAS

MOTION FOR LIMITED UNSEALING OF
 INDICTMENT, SUPERSEDING
 INFORMATION, PLEA AGREEMENT, AND
 FOREFEITURE ADDENDUM

EX PARTE AND UNDER SEAL

19
 20 COMES NOW the United States and hereby moves the Court to unseal
 21 the following: the Information, Plea Agreement, and Forfeiture
 22 Addendum, for the limited purpose of allowing these pleadings to be
 23 used as exhibits to the testimony of Defendant Steven Rigler in
 24 proceedings before a Grand Jury convened by the San Diego District
 25 Attorney's Office, and to further be made part of the public record
 26 at the conclusion of that proceeding as required by applicable
 27 California state rules or court order.

28 cc: CHAMBERS
 AUGA

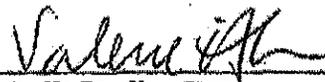
11/11/15

15CR2773-BAS

1 That proceeding should conclude no later than December 11, 2015,
2 and the United States accordingly moves to unseal the aforementioned
3 documents, and the case record, for all purposes as of that date.

4 RESPECTFULLY SUBMITTED,

5
6 LAURA E. DUFFY
United States Attorney

7
8 
9 VALERIE H. CHU
Assistant U.S. Attorney

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12/1/15
DATED

**CASE UNSEALED PER ORDER OF COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

FILED

UNITED STATES OF AMERICA

vs.

NOV 03 2015

CASE NUMBER 15 CR 2773-BAS

ABSTRACT OF ORDER
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY *[Signature]*

Steven Rigler (1)

TO THE UNITED STATES MARSHAL AND / OR WARDEN, METROPOLITAN CORRECTIONAL CENTER:

Be advised that under date of

11/3/2015

the Court entered the following order:

- Defendant be released from custody.
- Defendant placed on supervised / unsupervised probation / supervised release.
- Defendant continued on supervised / unsupervised probation / supervised release.
- Defendant released on \$ _____ bond posted.
- Defendant appeared in Court. FINGERPRINT & RELEASE.
- Defendant remanded and (_____ bond) (_____ bond on appeal) exonerated.
- Defendant sentenced to TIME SERVED, supervised release for _____ years.
- Bench Warrant Recalled.
- Defendant forfeited collateral.
- Case dismissed.
- Case dismissed, charges pending in case no. _____
- Defendant to be released to Pretrial Services for electronic monitoring.
- Other _____

CYNTHIA A. BASHANT

UNITED STATES DISTRICT MAGISTRATE JUDGE

Received _____
DUSM

OR
JOHN MORRILL Clerk
by *S. Michele*
S. MICHELE Deputy Clerk

Crim-8 (Rev. 8-11)

619-446-3881

* U.S. GPO: 1996-783-304/40151

CLERK'S COPY

AO 455(Rev. 5/85) Waiver of Indictment

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|--|
| FILED |
| NOV 03 2015 |
| CLERK, U.S. DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA BY <i>SM</i> DEPUTY |

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA

WAIVER OF INDICTMENT

v.

CASE NUMBER: **15 CR 2773-BAS**

STEVEN RIGLER

I, STEVEN RIGLER, the above named defendant, who is accused of committing the following offenses:

Title 18, United States Code, Section 1349 – Conspiracy to Commit Honest Services Mail Fraud

being advised of the nature of the charge(s), the proposed information, and of my rights, hereby waive in open court on 11/3/15, 2015, prosecution by indictment and consent that the proceeding may be by information rather than by indictment.


Defendant


Counsel for Defendant

Before 
Judicial Officer

FILED
NOV 03 2015
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY *[Signature]* DEPUTY

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

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UNITED STATES OF AMERICA,

Plaintiff,

v.

STEVEN RIGLER,

Defendant

Case No.: 15 CR 2773 - BAS

NOTICE OF RELATED CASE

TO THE CLERK OF THE COURT:

Please take notice that the above entitled case is related to United States of America v. Sean Enrique O'Keefe, Case No. 14CR2354-BAS, pursuant to Local Rule 57.2.1, Related Cases. The United States Attorney certifies the cases are related for the following reason(s):

- (1) More than one indictment or information is filed or pending against the same defendant or defendants.
- (2) Prosecution against different defendants arises from;
 - (a) a common wiretap
 - (b) a common search warrant
 - (c) activities that are part of the same alleged criminal event or transaction; that is, the cases involved substantially the same facts and the same questions of law.

DATED: November 2, 2015.

[Signature]
LAURA E. DUFFY
United States Attorney

CERTIFICATE OF SERVICE BY MAIL
(C.C.P. section 1013(a), 2015.5)

I am over the age of 18 years and not a party to the entitled action. My business address is 1515 Clay Street, 18th Floor, Oakland, California 94612.

I served the following documents:

- **Notice of Provider Suspension – Workers’ Compensation**
- **Order and Conditions of Pretrial Release: Bail in *United States of America v. Steven Rigler* (Case No. 15CR2773) – U.S. District Court (Southern District of California)**
- **Information in *United States of America v. Steven Rigler* (Case No. 15CR2773) – U.S. District Court (Southern District of California)**
- **Plea Agreement in *United States of America v. Steven Rigler* (Case No. 15CR2773) – U.S. District Court (Southern District of California), with Forfeiture Addendum to Plea Agreement**
- **Order of Limited Unsealing of Indictment, Superseding Information, Plea Agreement, and Forfeiture Addendum in *United States of America v. Steven Rigler* (Case No. 15CR2773) – U.S. District Court (Southern District of California), with underlying Motion**
- **Abstract of Order dated November 3, 2015 in *United States of America v. Steven Rigler* (Case No. 15CR2773) – U.S. District Court (Southern District of California)**
- **Waiver of Indictment in *United States of America v. Steven Rigler* (Case No. 15CR2773) – U.S. District Court (Southern District of California)**
- **Notice of Related Case in *United States of America v. Steven Rigler* (Case No. 15CR2773) – U.S. District Court (Southern District of California)**

on the following person(s) at the following address(es):

Steven Rigler
1885 National Avenue
San Diego, CA 91113

The documents were served by the following means:

(BY U.S. CERTIFIED MAIL) I enclosed the documents in a sealed envelope or package addressed to the person(s) at the address(es) listed above and:

Placed the envelope or package for collection and mailing, following our ordinary business practices. I am readily familiar with the firm’s practice for collection and processing correspondence for mailing. Under that practice, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service, in a sealed envelope or package with the postage fully prepaid.

I declare under penalty of perjury under the laws of State of California that the above is true and correct. Executed on April 14, 2017, at Oakland, California.



CATHY FUJITA-LAM