

AO 91 (Rev. 11/82)

CRIMINAL COMPLAINT

UNITED STATES DISTRICT COURT		CENTRAL DISTRICT OF CALIFORNIA	
UNITED STATES OF AMERICA v. RICARDO RUIZ		DOCKET NO.	
		MAGISTRATE'S CASE NO.	17MJ02785
Complaint for violation of Title 42, United States Code, Section 1320A-7b(b)(1)(A)			
NAME OF MAGISTRATE JUDGE HONORABLE SUZANNE H. SEGAL		UNITED STATES MAGISTRATE JUDGE	LOCATION Los Angeles, California
DATE OF OFFENSE July 21, 2017	PLACE OF OFFENSE Los Angeles County	ADDRESS OF ACCUSED (IF KNOWN)	FILED CLERK U.S. DISTRICT COURT NOV - 6 2017 CENTRAL DISTRICT OF CALIFORNIA BY DEPUTY
COMPLAINANT'S STATEMENT OF FACTS CONSTITUTING THE OFFENSE OR VIOLATION: <p style="text-align: center;">[42 U.S.C. § 1320a-7b(b)(1)(A)]</p> <p>On or about July 21, 2017, in Los Angeles County, within the Central District of California, defendant RICARDO RUIZ, together with others known and unknown, knowingly and willfully received remuneration, that is, approximately \$560, in the form of a cash payment, in return for referring individuals for laboratory diagnostic services for which payment could be made in whole and in part under a Federal health care program, namely Medicare and Medi-Cal.</p>			
BASIS OF COMPLAINANT'S CHARGE AGAINST THE ACCUSED: <p style="text-align: center;">(See attached affidavit which is incorporated as part of this Complaint)</p>			
MATERIAL WITNESSES IN RELATION TO THIS CHARGE: N/A			
Being duly sworn, I declare that the foregoing is true and correct to the best of my knowledge.		SIGNATURE OF COMPLAINANT JEREMY THORNTON <i>[Signature]</i> OFFICIAL TITLE Special Agent - HHS OIG	
Sworn to before me and subscribed in my presence,			
SIGNATURE OF MAGISTRATE JUDGE ⁽¹⁾		SUZANNE H. SEGAL	DATE November 6, 2017

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⁽¹⁾ See Federal Rules of Criminal Procedure 3 and 54

[Handwritten initials]

AFFIDAVIT

I, Jeremy Thornton, being duly sworn, declare and state as follows:

I. PURPOSE OF AFFIDAVIT

1. This affidavit is made in support of a criminal complaint against and arrest warrant for RICARDO RUIZ ("RUIZ") for receiving illegal kickbacks for the referral of beneficiaries of a federal health care program, in violation of Title 42, United States Code, Section 1320a-7b(b)(1)(A).

II. BACKGROUND FOR HHS-OIG SPECIAL AGENT JEREMY THORNTON

2. I have been employed as a Special Agent for the US Department of Health & Human Services, Office of Inspector General ("HHS-OIG") since January 2011, and am currently assigned to the Los Angeles Regional Office. I am a law enforcement officer of the United States within the meaning of Title 18, United States Code, Section 2510(7), and am empowered by law to conduct investigations of, and make arrests for, federal felony offenses.

3. I graduated from the Criminal Investigator Training Program at the Federal Law Enforcement Training Center in Glynco, Georgia, as well as the HHS-OIG Special Agent Basic Training Program, which concentrated specifically on health care fraud investigations. My duties include investigating fraud, waste, and abuse related to the 300-plus programs that fall

under the Department of Health and Human Services ("HHS"), with the majority of time spent on health care fraud investigations. I have received training from the Federal Bureau of Investigation ("FBI"), HHS, and the National Healthcare Anti-Fraud Association focused on health care fraud. I have assisted in the application for, and execution of, federal search and arrest warrants, and have testified before a federal grand jury. As a result of my training and experience, I am familiar with common health care fraud schemes and federal laws relating to health care fraud, including kickback schemes.

4. I am familiar with the facts and circumstances of this investigation. I make this affidavit in part based on personal knowledge derived from my participation in this investigation, and in part based upon information obtained from my training and experience; information I obtained from law enforcement personnel and witnesses; and federal health care program claims data.

5. This affidavit includes summary descriptions of consensually recorded conversations. These summaries are based on my review of the recordings, draft transcripts, interviews with cooperating sources, my experience as a law enforcement officer, information from other law enforcement officers in this investigation, as well as information I have learned as a result of the investigation to date. Any descriptions and/or

quotations from recorded conversations come from draft, not final, transcripts and summaries of those conversations. At various points in this affidavit, I have placed in brackets or parentheses my understanding of what was being said during those conversations. My understanding is based on the contents and context of what was said during those conversations and the investigation as a whole, my conversations with cooperating sources, my experience as a law enforcement officer, and the experience of other law enforcement officers in this investigation.

6. This affidavit is intended to show merely that there is sufficient probable cause for the requested complaint and warrant and does not purport to set forth all of my knowledge of or investigation into this matter. Unless specifically indicated otherwise, all conversations and statements described in this affidavit are related in substance and in part only.

III. SUMMARY OF PROBABLE CAUSE

7. A Confidential Human Source ("CHS") working for law enforcement paid kickbacks totaling approximately \$2,100 to RUIZ, who CHS said works at Clinica Medica Familiar ("CMF"), on or about July 21, 2017, September 13, 2017, and October 11, 2017. RUIZ received the kickbacks in exchange for referrals from CMF to American Clinical Reference Laboratory ("ACRL"), a medical laboratory, for CMF patients to receive laboratory

diagnostic services from ACRL, for which ACRL submitted claims to one or more federal health care programs.

IV. STATEMENT OF PROBABLE CAUSE

A. The Anti-Kickback Statute

8. The Anti-Kickback Statute, codified in relevant part at Title 42, United States Code, Section 1320a-7b(b)(1), prohibits knowing and willful solicitation or receipt of any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a federal health care program.

9. For purposes of the Anti-Kickback Statute, "federal health care program" means: (1) any plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the United States Government (other than the health insurance program under chapter 89 of title 5); or (2) any State health care program, as defined in 42 U.S.C. Section 1320a-7 (h). See Title 42, United States Code, Section 1320a-7b(b)(1).

B. Description of the Medicare Program

10. Medicare is a federally funded health care benefit program administered by the Centers for Medicare and Medicaid

Services ("CMS") that provides reimbursement for certain medically necessary health care services, including laboratory diagnostic testing services, to persons age 65 and above and to certain disabled persons.

11. Individuals who qualify for Medicare benefits are referred to as "beneficiaries."

12. Persons and entities that provide medical services that are reimbursed by Medicare are called Medicare "providers."

13. Medicare reimburses providers for certain types of medically necessary treatment, including laboratory diagnostic testing services performed by qualified providers.

14. Medicare is a "federal health care program," for purposes of Title 42, United States Code, Section 1320a-7b(b)(1).

C. Description of the Medi-Cal and Family PACT Programs

15. Medi-Cal is a state medical assistance program that pays the cost of essential medical care for low-income California residents. Medi-Cal patients ("beneficiaries") do not receive health care directly from the Medi-Cal program. Instead, independent health care providers enroll with the Medi-Cal program, provide services to beneficiaries, and submit claims to Medi-Cal for services rendered.

16. Medi-Cal reimburses providers for covered services, including certain laboratory diagnostic testing.

17. Family PACT (Planning, Access, Care, and Treatment) is a program that provides comprehensive family planning services for low-income California residents who may not be eligible for these services under Medi-Cal. Family planning services include pregnancy testing, birth control services, and medical services to ensure reproductive health, such as the diagnosis and treatment of sexually transmitted diseases. These services include diagnostic services, such as laboratory testing.

18. Family PACT is reimbursed under the Medi-Cal program. However, unlike under Medi-Cal, under Family PACT, the provider, not the state, determines the eligibility of the patients at the time of their visit. Also unlike Medi-Cal, Family PACT patients are not required to provide Social Security numbers or Medi-Cal identification cards when applying for the services.

19. Based on information provided by a Special Agent for the California Department of Justice Bureau of Medi-Cal Fraud and Elder Abuse ("Cal-DOJ BMFEA"), I know that these differences make the Family PACT program particularly susceptible to fraud, because without verifiable information such as a Medi-Cal number or Social Security number, providers can easily fabricate patient information and bill Medi-Cal for non-existent patients or services.

20. Medi-Cal and Family PACT are "federal health care program[s]," for purposes of Title 42, United States Code, Section 1320a-7b(b)(1).

D. Background on the Confidential Human Source

21. On June 15, 2017, Confidential Human Source ("CHS") was arrested pursuant to an arrest warrant and complaint for violations of the Anti-Kickback Statute, Title 42, United States Code, Section 1320a-7b(b)(b). CHS waived initial appearance and agreed to cooperate with law enforcement.

22. CHS is cooperating with the hope that his/her cooperation will be considered in any charging decisions made against him/her and, if s/he is charged and convicted of a crime, by a court at the time of sentencing. The government has not made any promises or assurances to CHS in connection with this investigation.

23. CHS's criminal history also includes a 2006 arrest for grand theft and a 2006 conviction for theft. CHS was sentenced to 36 months' probation. In 2012, CHS was detained for allowing the unlicensed operation of a vehicle, but no charges were filed.

24. Following the June 15, 2017 arrest, at the direction of law enforcement, CHS made in-person and telephonic recordings involving the subject of this complaint and other individuals.

Information provided by CHS has been corroborated by law enforcement.

E. Background on American Clinical Reference Laboratory

25. American Clinical Reference Laboratory ("ACRL") is a medical laboratory in Walnut, California. ACRL receives referrals for laboratory testing from various medical providers. Referring providers submit to ACRL a patient specimen, such as blood or urine, along with a requisition that details the testing to be performed. ACRL performs the requested tests using the submitted specimen, and remits the results of the testing to the referring provider. ACRL bills and receives payment for its services from various sources including direct patient payment ("cash pay"), private insurance, Medicare, traditional Medi-Cal, and Family PACT Medi-Cal.

26. CHS is one of the owners of ACRL. CHS and other individuals associated with ACRL paid kickbacks to individuals associated with medical providers in exchange for laboratory referrals to ACRL.

F. Training and Experience Regarding Kickbacks

27. Based on my training and experience in health care fraud investigations, I am unaware of a legitimate business reason why an individual associated with a medical clinic, such as CMF, would receive routine, cash payments from the owner of a laboratory, such as ACRL.

28. Based on my training and experience, I know that, because individuals involved in kickback schemes know that their activities are illicit, they often attempt to conceal or otherwise limit the knowledge of individuals who are uninvolved in the scheme, such as co-workers or law enforcement.

a. Based on my training and experience, I know that one way in which individuals attempt to conceal their involvement in kickback schemes is to use cash as the preferred method of payment. This is because cash payments do not leave the same forensic trail as other methods of payment, such as checks, bank account transfers, or credit cards, which could later be used to show kickback payments between parties.

b. Based on my training and experience, I know that another way in which individuals attempt to conceal their involvement in kickback schemes is to conduct in-person exchanges, involving only the parties to the payment. Additionally, those individuals may choose to conduct the exchange away from their associated business locations. In so doing, the individuals involved in the kickback scheme limit the opportunity for others to witness and potentially identify the kickback scheme.

G. CHS Paid Kickbacks to RUIZ for Referrals from CMF.

29. In June 2017, CHS provided law enforcement with a printed list of ACRL's accounts, which included medical clinics

with which ACRL had kickback arrangements. One of these accounts was Clinica Medica Familiar ("CMF"),¹ located in Corona, California.

30. According to CHS, CHS used monthly Activity Reports generated from ACRL's billing system to calculate the monthly kickback payments for CMF's laboratory referrals to ACRL. I have reviewed several of CHS's Activity Reports and I know that the Activity Reports contain a summary of ACRL's activities for a selected client (clinic) over a specified time period. Information within the Activity Reports includes: the referring provider (e.g., doctor); patient identifiers and tests run for the patient; the billings attributable to the tests; and the type of insurance billed (e.g., Medicare, Medi-Cal, HMO, etc.). According to CHS, the kickback payments for CMF's referrals were based on 25% of the total paid amounts of all Medicare, Medi-Cal, and private insurance payments received by ACRL for the lab tests that CMF referred to ACRL.

31. According to CHS, CHS met periodically with RUIZ to pay RUIZ the kickback payments for CMF's referrals. CHS said that RUIZ worked at CMF. Law enforcement agents searched the

¹ The printed list provided by CHS identified the account as "Clinica Medical Familiar," (emphasis added). Based on other information in the investigation, including my observation of signage on the building at the address on CHS's list, I believe that that actual name of the clinic is Clinica Medica Familiar, which is how the clinic is identified in this affidavit.

California Department of Motor Vehicles ("DMV") database for RUIZ and obtained a photograph of RUIZ. I have viewed the DMV photograph of RUIZ and compared it to video surveillance recorded by CHS during kickback payments, and the person CHS paid kickbacks to appears to be the same person in RUIZ's DMV photograph.

32. CHS said that s/he had been paying kickbacks to RUIZ for laboratory referrals for several years. I reviewed various text message exchanges between CHS and the phone number CHS identified as belonging to RUIZ. Based on date and time stamp information, the text messages between RUIZ and CHS occurred beginning at least as early as June 22, 2016, approximately a year before CHS was arrested and agreed to cooperate with law enforcement on June 15, 2017.

33. Based on my review of the text messages, as well as other information from the investigation, I understood the text messages to be primarily related to coordinating meetings between CHS and RUIZ. The text exchanges occurred on approximately a monthly basis, and in general, referenced the times and dates when CHS and RUIZ planned to meet.

a. Kickback Payment on July 21, 2017

34. On or about July 21, 2017, CHS conducted a recorded, in-person meeting with RUIZ to make a periodic kickback payment for prior laboratory referrals from CMF to ACRL. CHS told law

enforcement that CHS and RUIZ had arranged to meet for the exchange at CMF's office in Corona, California. Based on my participation in this investigation, including my participation in surveillance, debriefing of CHS, and reviewing recordings made by CHS, I know the following facts about this meeting:

a. Immediately prior to the meeting with RUIZ, law enforcement inspected the money that CHS had brought to make the kickback payment to RUIZ. CHS had placed \$560 in cash, folded in half, inside of an envelope. The envelope was sealed on three sides, and had been cut from top to bottom to form a pouch that was open on one side, and was approximately the width of the folded cash that it contained. Law enforcement had not provided any instructions to CHS regarding this preparation of the kickback payment.

b. CHS met with RUIZ inside RUIZ's office and handed RUIZ the envelope containing the \$560 kickback. Based on CHS's statements to law enforcement and my review of recordings CHS made, I know that while CHS was in RUIZ's office, RUIZ removed the cash from the envelope and counted it in front of CHS.

b. Kickback Payment on September 13, 2017

35. On or about September 13, 2017, CHS conducted a recorded, in-person meeting with RUIZ to make a periodic kickback payment for prior laboratory referrals from CMF to ACRL. CHS told law enforcement that CHS and RUIZ had arranged

to meet for the exchange at CMF's office in Corona, California. Based on my participation in this investigation, including my participation in surveillance, debriefing of CHS, and reviewing recordings made by CHS, I know the following facts about this meeting:

a. Immediately prior to the meeting with RUIZ, law enforcement inspected the money that CHS had brought to make the kickback payment to RUIZ. As with the prior meeting with RUIZ, CHS had placed \$1,070 in cash, folded in half, inside of an envelope. The envelope was sealed on three sides, and had been cut from top to bottom to form a pouch that was open on one side, and was approximately the width of the folded cash that it contained. Law enforcement had not provided any instructions to CHS regarding this preparation of the kickback payment.

b. CHS met with RUIZ inside RUIZ's office. Based on CHS's statements to law enforcement and my review of recordings CHS made, I know that as CHS handed RUIZ the envelope containing the kickback of \$1,070, CHS said, "Well anyway, that's your two months." Later in the conversation, CHS told RUIZ that CHS does not bring Activity Reports anymore because CHS heard somebody got caught, and CHS told RUIZ, "because you know this is illegal," to which RUIZ responded, "Yeah, yeah, I know, I know." CHS then told RUIZ to destroy copies of any Activity Reports if he still has any in his possession.

c. Based on information provided by CHS, my review of the Activity Reports, and other information in this investigation, I believe that this conversation shows that CHS and RUIZ knew that the \$1,070 was payment for two months of referral activity from CMF under the parties' agreed upon kickback relationship. I further understood this conversation to be an acknowledgment by RUIZ that he knew that the parties' kickback relationship was illegal.

c. Kickback Payment on October 11, 2017

36. On or about October 11, 2017, CHS conducted a recorded, in-person meeting with RUIZ to make a periodic kickback payment for prior laboratory referrals from CMF to ACRL. CHS told law enforcement that CHS and RUIZ had arranged to meet for the exchange at CMF's office in Corona, California. Based on my participation in this investigation, including my participation in surveillance, debriefing of CHS, and reviewing recordings made by CHS, I know the following facts about this meeting:

a. Immediately prior to the meeting with RUIZ, law enforcement inspected the money that CHS had brought to make the kickback payment to RUIZ. As with the prior meetings with RUIZ, CHS had placed \$470 in cash, folded in half, inside of an envelope. The envelope was sealed on three sides, and had been cut from top to bottom to form a pouch that was open on one

side, and was approximately the width of the folded cash that it contained. Law enforcement had not provided any instructions to CHS regarding this preparation of the kickback payment.

b. RUIZ met CHS outside CMF's building. Based on CHS's statements to law enforcement and my review of recordings CHS made, I know that during this meeting, CHS told RUIZ, "Your Medi-Cal and Medicare was only 1,877 . . . so 25% of that is only 469." Shortly thereafter, CHS handed RUIZ the envelope containing the kickback and told RUIZ, "That's 470, because it's 469."

c. Based on information provided by CHS, my review of Activity Reports, and other information in this investigation, I understood the above conversation to be CHS's explanation to RUIZ of the accounting for the kickback payment. In particular, I understood that the reference to 1,877 was the dollar amount of Medi-Cal and Medicare referrals from CMF to ACRL, that 25% of that amount was the parties' agreed-upon rate for the percentage of the kickback, that the kickback based on this arrangement would be \$469, and that CHS was giving RUIZ \$470 to satisfy this amount.

37. Based on the above information, my review of ACRL Activity Reports, information provided by CHS, and Medicare and Medi-Cal claims data reviewed by other agents involved in this investigation, I believe that ACRL billed one or more federal

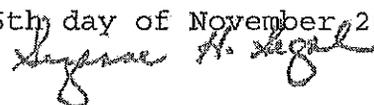
health care programs for referrals from CMF for which kickbacks were paid by CHS to RUIZ.

V. CONCLUSION

38. For all the reasons described above, there is probable cause to believe that RUIZ violated Title 42, United States Code, Section 1320a-7b(b)(1)(A) (illegal remunerations).

AS
JEREMY THORNTON
Special Agent
US Department of Health and
Human Services,
Office of Inspector General

Subscribed to and sworn before me
This 6th day of November 2017.


HONORABLE SUZANNE H. SEGAL
UNITED STATES MAGISTRATE JUDGE

FILED

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

October 2017 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

RICARDO RUIZ,

Defendant.

EDCR-17-256-JGB

I N D I C T M E N T

[42 U.S.C. § 1320a-7b(b) (1) (A):
Receiving Illegal Remunerations
for Health Care Referrals]

The Grand Jury charges:

COUNT ONE

[42 U.S.C. § 1320a-7b(b) (1) (A)]

On or about July 21, 2017, in Riverside County, within the Central District of California, defendant RICARDO RUIZ ("RUIZ") knowingly and willfully received remuneration, namely, \$560 in cash, which constituted a kickback to defendant RUIZ for referring patients to American Clinical Reference Laboratory for laboratory diagnostic services, for which payment could be made in whole and in part under a Federal health care program, namely, Medicare and Medi-Cal.

COUNT TWO

[42 U.S.C. § 1320a-7b(b) (1) (A)]

On or about September 13, 2017, in Riverside County, within the Central District of California, defendant RICARDO RUIZ ("RUIZ") knowingly and willfully received remuneration, namely, \$1,070 in cash, which constituted a kickback to defendant RUIZ for referring patients to American Clinical Reference Laboratory for laboratory diagnostic services, for which payment could be made in whole and in part under a Federal health care program, namely, Medicare and Medi-Cal.

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COUNT THREE

[42 U.S.C. § 1320a-7b(b) (1) (A)]

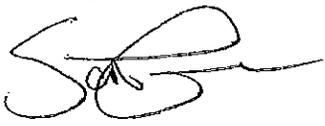
On or about October 11, 2017, in Riverside County, within the Central District of California, defendant RICARDO RUIZ ("RUIZ") knowingly and willfully received remuneration, namely, \$470 in cash, which constituted a kickback to defendant RUIZ for referring patients to American Clinical Reference Laboratory for laboratory diagnostic services, for which payment could be made in whole and in part under a Federal health care program, namely, Medicare and Medi-Cal.

A TRUE BILL

151
Foreperson

SANDRA R. BROWN
Acting United States Attorney

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



SCOTT M. GARRINGER
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8 Attorneys for Plaintiff
9 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 RICARDO RUIZ,

16 Defendant.

No. CR 17-256-JGB

PLEA AGREEMENT FOR DEFENDANT
RICARDO RUIZ

17
18 1. This constitutes the plea agreement between RICARDO RUIZ
19 ("defendant") and the United States Attorney's Office for the Central
20 District of California ("the USAO") in the above-captioned case.
21 This agreement is limited to the USAO and cannot bind any other
22 federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to Count One of the
28 Indictment in United States v. Ricardo Ruiz, CR No. 17-256-JGB, which



1 charges defendant with Receiving Illegal Remunerations for Health
2 Care Referrals, in violation of 42 U.S.C. §§ 1320a-7b(b)(1)(A).

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

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

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

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

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

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

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

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

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

4 THE USAO'S OBLIGATIONS

5 3. The USAO agrees to:

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

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

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

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

21 NATURE OF THE OFFENSE

22 4. Defendant understands that for defendant to be guilty of
23 the crime charged in Count One, that is, Receiving Illegal
24 Remunerations for Health Care Referrals, in violation of Title 42,
25 United States Code, Sections 1320a-7b(b)(1)(A), the following must be
26 true:

27 First, the defendant paid or received remuneration in cash or
28 kind from a person; second, the defendant paid or received the

1 remuneration to induce the person or in return for referring an
2 individual for the furnishing of a service for which payment may be
3 made under a Federal health care program; and third, the defendant
4 made or received the offer or payment knowingly and willfully.

5 PENALTIES AND RESTITUTION

6 5. Defendant understands that the statutory maximum sentence
7 that the Court can impose for a violation of Title 42, United States
8 Code, Section 1320a-7b(b)(1)(A) is: five years' imprisonment; a
9 three-year period of supervised release; a fine of \$250,000 or twice
10 the gross gain or gross loss resulting from the offense, whichever is
11 greatest; and a mandatory special assessment of \$100.

12 6. Defendant understands that pursuant to 18 U.S.C. § 3663,
13 defendant may be ordered to pay restitution to any person directly
14 harmed by defendant's criminal conduct in the course of the offense
15 to which defendant is pleading guilty. Defendant understands there
16 is no agreement to the amount of restitution, and that both defendant
17 and the USAO may argue to the Court regarding the amount of
18 restitution to be ordered.

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

28

1 guilty to the charge described in this agreement and to establish the
2 Sentencing Guidelines factors set forth in paragraph 12 below but is
3 not meant to be a complete recitation of all facts relevant to the
4 underlying criminal conduct or all facts known to either party that
5 relate to that conduct.

6 At all times relevant to this plea agreement, Medicare, Family
7 PACT (Planning, Access, Care, and Treatment), and Medi-Cal were
8 Federal health care benefit programs, within the meaning of that term
9 as used in Title 42, United States Code, Section 1320a-7b(b). Family
10 PACT is a program that provides comprehensive family planning
11 services, include diagnostic services, such as laboratory testing,
12 and is reimbursed under the Medi-Cal program. In addition, at all
13 times relevant to this plea agreement, defendant was an employee of
14 the Clinica Medica Familiar ("CMF"), a medical clinic located in
15 Corona, California, within the Central District of California. As an
16 employee of CMF, defendant had the ability to refer and cause the
17 referral of CMF patients to the American Clinical Reference
18 Laboratory ("ACRL") for laboratory diagnostic services ("laboratory
19 tests"). Beginning in or around June 2016, until on or about
20 September 2017, defendant knowingly and willfully received kickbacks
21 valued at approximately 25% of the total amounts of all Medicare,
22 Medi-Cal, and private insurance payments received by ACRL for
23 laboratory tests that defendant and CMF had referred to ACRL, for
24 which payment could be made in whole and in part under a Federal
25 health care program, namely, Medicare and Medi-Cal.

26 On or about July 21, 2017, at CMF's office in Corona,
27 California, within the Central District of California, defendant met
28 an individual that he believed to be a provider of kickbacks but who

1 was actually a confidential human source ("CHS") working for the
2 Department of Health and Human Services' Office of the Inspector
3 General ("HHS-OIG"). Defendant met with the CHS knowing that the
4 purpose of the meeting was to receive another periodic kickback
5 payment for the prior referrals defendant and CMF had made to ACRL
6 for laboratory tests. When defendant arrived, he knowingly and
7 willfully received from the CHS a kickback payment of \$560 cash,
8 which represented an approximate percentage of the federal payments
9 received by ACRL in the preceding month as a result of the referrals.

10 On or about September 13, 2017, defendant met the CHS again at
11 CMF's office, knowing that the purpose of the meeting was to receive
12 another periodic kickback payment for the prior referrals defendant
13 and CMF had made to ACRL for laboratory tests. When defendant
14 arrived, he knowingly and willfully received from the CHS a kickback
15 payment of \$1,070 cash, which represented an approximate percentage
16 of the federal payments received by ACRL in the preceding month as a
17 result of the referrals.

18 On or about October 11, 2017, defendant met the CHS again at
19 CMF's office in Corona, knowing that the purpose of the meeting was
20 to receive another periodic kickback payment for the prior referrals
21 defendant and CMF had made to ACRL for laboratory tests. When
22 defendant arrived, he knowingly and willfully received from the CHS a
23 kickback payment of \$470 cash, which represented an approximate
24 percentage of the federal payments received by ACRL in the preceding
25 month as a result of the referrals.

26 Defendant committed all of the above acts knowingly and
27 willfully and for the purpose of receiving cash payments in return
28 for referring CMF patients to ACRL for laboratory tests. At the time

1 defendant committed the above acts, defendant knew it was illegal to
2 receive remuneration in exchange for referring federal health care
3 benefit program beneficiaries to ACRL.

4 SENTENCING FACTORS

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

17 12. Defendant and the USAO agree to the following applicable
18 Sentencing Guidelines factors:

19	Base Offense Level:	8	U.S.S.G. § 2B4.1(a)
20	Specific Offense 21 Characteristics		
22	Loss > \$40,000 ¹	4	U.S.S.G. §§ 2B4.1(b)(1)(B) and 2B1.1(b)(1)(D)

23
24
25
26
27 ¹ The intended loss is based on the aggregate dollar amount of
28 fraudulent bills submitted to Government health care programs, namely
Medicare and Medi-Cal (including Family PACT) from June 2016 through
September 2017. See U.S.S.G. § 2B1.1, commentary notes 1 and
3(F)(viii).

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

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

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

10 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

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

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

28

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

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

7 WAIVER OF APPEAL OF CONVICTION

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

13 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

14 17. Defendant agrees that, provided the Court imposes a total
15 term of imprisonment on all counts of conviction that is within or
16 below the range corresponding to the offense level of 10 and the
17 criminal history calculated by the Court, defendant gives up the
18 right to appeal all of the following: (a) the procedures and
19 calculations used to determine and impose any portion of the
20 sentence; (b) the term of imprisonment imposed by the Court; (c) the
21 fine imposed by the court, provided it is within the statutory
22 maximum; (d) the term of probation or supervised release imposed by
23 the Court, provided it is within the statutory maximum; and (e) any
24 of the following conditions of probation or supervised release
25 imposed by the Court: the conditions set forth in General Orders 318,
26 01-05, and/or 05-02 of this Court; the drug testing conditions
27 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
28

1 drug use conditions authorized by 18 U.S.C. § 3563(b)(7). Defendant
2 reserves the right to appeal the amount of any restitution order.

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

11 RESULT OF WITHDRAWAL OF GUILTY PLEA

12 19. Defendant agrees that if, after entering a guilty plea
13 pursuant to this agreement, defendant seeks to withdraw and succeeds
14 in withdrawing defendant's guilty plea on any basis other than a
15 claim and finding that entry into this plea agreement was
16 involuntary, then (a) the USAO will be relieved of all of its
17 obligations under this agreement; and (b) should the USAO choose to
18 pursue any charge that was dismissed as a result of this agreement,
19 then (i) any applicable statute of limitations will be tolled between
20 the date of defendant's signing of this agreement and the filing
21 commencing any such action; and (ii) defendant waives and gives up
22 all defenses based on the statute of limitations, any claim of pre-
23 indictment delay, or any speedy trial claim with respect to any such
24 action, except to the extent that such defenses existed as of the
25 date of defendant's signing this agreement.

1 extent that such defenses existed as of the date of defendant's
2 signing this agreement.

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

14 COURT AND PROBATION OFFICE NOT PARTIES

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

19 24. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation Office and the Court, (b) correct any
22 and all factual misstatements relating to the Court's Sentencing
23 Guidelines calculations and determination of sentence, and (c) argue
24 on appeal and collateral review that the Court's Sentencing
25 Guidelines calculations and the sentence it chooses to impose are not
26 error, although each party agrees to maintain its view that the
27 calculations in paragraph 12 are consistent with the facts of this
28 case. While this paragraph permits both the USAO and defendant to

1 submit full and complete factual information to the United States
2 Probation Office and the Court, even if that factual information may
3 be viewed as inconsistent with the facts agreed to in this agreement,
4 this paragraph does not affect defendant's and the USAO's obligations
5 not to contest the facts agreed to in this agreement.

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

16 NO ADDITIONAL AGREEMENTS

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

22 //

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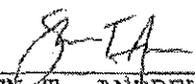
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

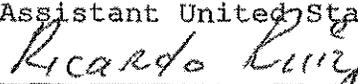
UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

NICOLA T. HANNA
United States Attorney


SHAWN T. ANDREWS
Assistant United States Attorney

7/13/18

Date


RICARDO RUIZ
Defendant

7/13/18
Date


GEORGE QUEVEDO
Attorney for Defendant RICARDO
RUIZ

7-13-18
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

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

8 *Ricardo Ruiz*

7/13/18

9 RICARDO RUIZ
10 Defendant

Date

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United States District Court
Central District of California

JS-3

UNITED STATES OF AMERICA vs.

Docket No. EDCR17-00256-JGB

Defendant Ricardo Ruiz

Social Security No. 4 2 4 8

akas:

(Last 4 digits)

JUDGMENT AND PROBATION/COMMITMENT ORDER

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

MONTH	DAY	YEAR
01	28	2019

COUNSEL

George Anthony Quevedo, Retained

(Name of Counsel)

PLEA

GUILTY, and the court being satisfied that there is a factual basis for the plea.

NOLO
CONTENDERE

NOT
GUILTY

FINDING

There being a finding/verdict of GUILTY, defendant has been convicted as charged of the offense(s) of **Receiving Illegal Remunerations for Health Care Referrals, in violation of 42 U.S.C. §§ 1320a-7b(b)(1)(A).**

JUDGMENT
AND PROB/
COMM
ORDER

The Court asked whether there was any reason why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the Court, the Court adjudged the defendant guilty as charged and convicted and ordered that: **Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Ricardo Ruiz, is hereby placed on PROBATION on Count 1 of the 3-Count Indictment for a term of two years.**

It is ordered that the defendant shall pay to the United States a special assessment of \$100, which is due immediately.

It is ordered that the defendant shall pay to the United States a total fine of \$15,000, which shall bear interest as provided by law.

The fine shall be paid in full immediately.

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

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Ricardo Ruiz, is hereby placed on probation on Count 1 of the 3-Count Indictment for a term of two years under following terms and conditions:

1. The defendant shall comply with the rules and regulations of the United States Probation & Pretrial Services Office, and General Order 18-10.

USA vs. Ricardo Ruiz

Docket No.: EDCR17-00256-JGB

2. During the period of community supervision, the defendant shall pay the special assessment and fine in accordance with this judgment's orders pertaining to such payment.
3. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of placement on probation and at least two periodic drug tests thereafter, not to exceed eight tests per month, as directed by the Probation Officer.
4. The defendant shall cooperate in the collection of a DNA sample from the defendant.
5. The defendant shall participate for a period of four months in a home detention program which may include electronic monitoring, GPS, Alcohol Monitoring Unit or automated identification system and shall observe all rules of such program, as directed by the Probation Officer. The defendant shall maintain a residential telephone line without devices and/or services that may interrupt operation of the monitoring equipment.

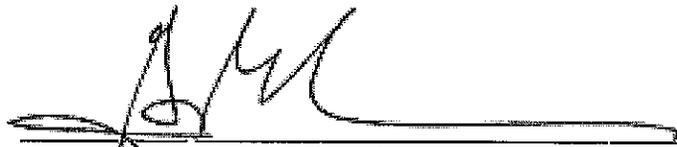
The defendant is advised of his right to appeal.

The bond is exonerated.

In addition to the special conditions of supervision imposed above, it is hereby ordered that the Standard Conditions of Probation and Supervised Release within this judgment be imposed. The Court may change the conditions of supervision, reduce or extend the period of supervision, and at any time during the supervision period or within the maximum period permitted by law, may issue a warrant and revoke supervision for a violation occurring during the supervision period.

February 8, 2019

Date



Jesus G. Bernal, U. S. District Judge

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

Clerk, U.S. District Court



February 8, 2019

Filed Date

By



Deputy Clerk

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

STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE

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

1. The defendant must not commit another federal, state, or local crime;
2. The defendant must report to the probation office in the federal judicial district of residence within 72 hours of imposition of a sentence of probation or release from imprisonment, unless otherwise directed by the probation officer;
3. The defendant must report to the probation office as instructed by the court or probation officer;
4. The defendant must not knowingly leave the judicial district without first receiving the permission of the court or probation officer;
5. The defendant must answer truthfully the inquiries of the probation officer, unless legitimately asserting his or her Fifth Amendment right against self-incrimination as to new criminal conduct;
6. The defendant must reside at a location approved by the probation officer and must notify the probation officer at least 10 days before any anticipated change or within 72 hours of an unanticipated change in residence or persons living in defendant's residence;
7. The defendant must permit the probation officer to contact him or her at any time at home or elsewhere and must permit confiscation of any contraband prohibited by law or the terms of supervision and observed in plain view by the probation officer;
8. The defendant must work at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons and must notify the probation officer at least ten days before any change in employment or within 72 hours of an unanticipated change;
9. The defendant must not knowingly associate with any persons engaged in criminal activity and must not knowingly associate with any person convicted of a felony unless granted permission to do so by the probation officer. This condition will not apply to intimate family members, unless the court has completed an individualized review and has determined that the restriction is necessary for protection of the community or rehabilitation;
10. The defendant must refrain from excessive use of alcohol and must not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician;
11. The defendant must notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;
12. For felony cases, the defendant must not possess a firearm, ammunition, destructive device, or any other dangerous weapon;
13. The defendant must not act or enter into any agreement with a law enforcement agency to act as an informant or source without the permission of the court;
14. As directed by the probation officer, the defendant must notify specific persons and organizations of specific risks posed by the defendant to those persons and organizations and must permit the probation officer to confirm the defendant's compliance with such requirement and to make such notifications;
15. The defendant must follow the instructions of the probation officer to implement the orders of the court, afford adequate deterrence from criminal conduct, protect the public from further crimes of the defendant; and provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

USA vs. Ricardo Ruiz

Docket No.: EDCR17-00256-JGB

The defendant must also comply with the following special conditions (set forth below).

STATUTORY PROVISIONS PERTAINING TO PAYMENT AND COLLECTION OF FINANCIAL SANCTIONS

The defendant must pay interest on a fine or restitution of more than \$2,500, unless the court waives interest or unless the fine or restitution is paid in full before the fifteenth (15th) day after the date of the judgment under 18 U.S.C. § 3612(f)(1). Payments may be subject to penalties for default and delinquency under 18 U.S.C. § 3612(g). Interest and penalties pertaining to restitution, however, are not applicable for offenses completed before April 24, 1996.

If all or any portion of a fine or restitution ordered remains unpaid after the termination of supervision, the defendant must pay the balance as directed by the United States Attorney's Office. 18 U.S.C. § 3613.

The defendant must notify the United States Attorney within thirty (30) days of any change in the defendant's mailing address or residence address until all fines, restitution, costs, and special assessments are paid in full. 18 U.S.C. § 3612(b)(1)(F).

The defendant must notify the Court (through the Probation Office) and the United States Attorney of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay a fine or restitution, as required by 18 U.S.C. § 3664(k). The Court may also accept such notification from the government or the victim, and may, on its own motion or that of a party or the victim, adjust the manner of payment of a fine or restitution under 18 U.S.C. § 3664(k). See also 18 U.S.C. § 3572(d)(3) and for probation 18 U.S.C. § 3563(a)(7).

Payments will be applied in the following order:

1. Special assessments under 18 U.S.C. § 3013;
2. Restitution, in this sequence (under 18 U.S.C. § 3664(i), all non-federal victims must be paid before the United States is paid):
 - Non-federal victims (individual and corporate),
 - Providers of compensation to non-federal victims,
 - The United States as victim;
3. Fine;
4. Community restitution, under 18 U.S.C. § 3663(c); and
5. Other penalties and costs.

CONDITIONS OF PROBATION AND SUPERVISED RELEASE PERTAINING TO FINANCIAL SANCTIONS

As directed by the Probation Officer, the defendant must provide to the Probation Officer: (1) a signed release authorizing credit report inquiries; (2) federal and state income tax returns or a signed release authorizing their disclosure and (3) an accurate financial statement, with supporting documentation as to all assets, income and expenses of the defendant. In addition, the defendant must not apply for any loan or open any line of credit without prior approval of the Probation Officer.

The defendant must maintain one personal checking account. All of defendant's income, "monetary gains," or other pecuniary proceeds must be deposited into this account, which must be used for payment of all personal expenses. Records of all other bank accounts, including any business accounts, must be disclosed to the Probation Officer upon request.

The defendant must not transfer, sell, give away, or otherwise convey any asset with a fair market value in excess of \$500 without approval of the Probation Officer until all financial obligations imposed by the Court have been satisfied in full.

These conditions are in addition to any other conditions imposed by this judgment.

USA vs. Ricardo Ruiz

Docket No.: EDCR17-00256-JGB

RETURN

I have executed the within Judgment and Commitment as follows:

Defendant delivered on _____ to _____

Defendant noted on appeal on _____

Defendant released on _____

Mandate issued on _____

Defendant's appeal determined on _____

Defendant delivered on _____ to _____

at _____

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

United States Marshal

By _____

Date

Deputy Marshal

CERTIFICATE

I hereby attest and certify this date that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

Clerk, U.S. District Court

By _____

Filed Date

Deputy Clerk

FOR U.S. PROBATION OFFICE USE ONLY

Upon a finding of violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of supervision.

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

(Signed) _____
Defendant

Date

U. S. Probation Officer/Designated Witness

Date