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

BY: \_\_\_\_\_

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

June 2014 Grand Jury

**CR 14 00512**

UNITED STATES OF AMERICA,

CR No. 14-

Plaintiff,

I N D I C T M E N T

v.

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

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

Defendants.

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1347; 18 U.S.C. § 2]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to the Indictment:

The Defendants, Their Co-Schemers, and Related Entities

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

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

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

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

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

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

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

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

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

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

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

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

9 The Medicare and Medi-Cal Programs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 B. THE FRAUDULENT SCHEME

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 Recruitment of Beneficiaries and Fraudulent Hospice Admissions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 C. EXECUTIONS OF THE FRAUDULENT SCHEME

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

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

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

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

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COUNT FOURTEEN

[18 U.S.C. § 1956(h), 2(b)]

[Defendants VILLABROZA and PATROW]

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

A. THE OBJECT OF THE CONSPIRACY

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

B. THE MANNER AND MEANS OF THE CONSPIRACY

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

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

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

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

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

21           d. Defendant PATROW wrote checks from the Wells Fargo  
22 Account to pay marketers, including defendants WIJEGONARATNA and  
23 MONTANA and co-conspirator D.G., for referring new and additional  
24 beneficiaries to California Hospice. Defendant PATROW also wrote  
25 checks from the Wells Fargo Account to herself and to co-conspirator  
26 E.C., which defendant PATROW cashed and then used the cash to pay  
27 California Hospice's marketers. The memo line on the cashed checks  
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1 indicated that the checks were for "expenses," "services,"  
2 "reimbursement," or "loan payment."

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

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

11 C. OVERT ACTS

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22    ///

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## COUNTS FIFTEEN THROUGH TWENTY-FIVE

[18 U.S.C. § 1956(a)(1)(B)(i), 2(b)]

[Defendants VILLABROZA and PATROW]

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

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

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

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

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8  
9 Attorneys for Plaintiff  
UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 PRISCILLA VILLABROZA,

16 Defendant.

No. CR 14-512-SJO

PLEA AGREEMENT FOR DEFENDANT  
PRISCILLA VILLABROZA

17  
18 1. This constitutes the plea agreement between PRISCILLA  
19 VILLABROZA ("defendant") and the United States Attorney's Office for  
20 the Central District of California ("the USAO") in the above-  
21 captioned case. This agreement is limited to the USAO and cannot  
22 bind any other federal, state, local, or foreign prosecuting,  
23 enforcement, 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 thirteen of  
28 the indictment in United States v. Priscilla Villabroza, CR 14-512-

1 SJO, which count charges defendant with health care fraud, in  
2 violation of Title 18, United States Code, Section 1347.

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 assessments at or before  
16 the 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. Not seek the discharge of any restitution obligation,  
20 in whole or in part, in any present or future bankruptcy proceeding.

21 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

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

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

26 c. At the time of sentencing, move to dismiss the  
27 remaining counts of the indictment as against defendant. Defendant  
28 agrees, however, that at the time of sentencing the Court may

1 consider any dismissed charges in determining the applicable  
2 Sentencing Guidelines range, the propriety and extent of any  
3 departure from that range, and the sentence to be imposed.

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

10 NATURE OF THE OFFENSE

11 4. Defendant understands that for defendant to be guilty of  
12 the crime charged in count thirteen, that is, health care fraud, in  
13 violation of Title 18, United States Code, Section 1347, the  
14 following must be true:

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

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

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

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

1 The word "willfully" means that defendant committed the act  
2 voluntarily and purposely, and with knowledge that her conduct was,  
3 in a general sense, unlawful. That is, defendant must have acted  
4 with a bad purpose to disobey or disregard the law. The government  
5 need not prove that the defendant was aware of the specific provision  
6 of the law that she is charged with violating or any other specific  
7 provision.

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

15 PENALTIES AND RESTITUTION

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

22 6. Defendant understands that defendant will be required to  
23 pay full restitution to the victims of the offenses to which  
24 defendant is pleading guilty. Defendant agrees that, in return for  
25 the USAO's compliance with its obligations under this agreement, the  
26 Court may order restitution to persons other than the victims of the  
27 offense to which defendant is pleading guilty and in an amount  
28 greater than the amount alleged in the count to which defendant is

1 pleading guilty. In particular, defendant agrees that the Court may  
2 order restitution to any victim for any losses suffered by that  
3 victim as a result of: (a) any relevant conduct, as defined in  
4 U.S.S.G. § 1B1.3, in connection with the offenses to which defendant  
5 is pleading guilty; and (b) any dismissed counts pursuant to this  
6 agreement as well as all relevant conduct, as defined in U.S.S.G.  
7 § 1B1.3, in connection with those counts and charges. The parties  
8 currently believe that the applicable amount of restitution owed to  
9 the Medicare and Medi-Cal programs is approximately \$5,464,568 and  
10 \$1,968,761, respectively, but recognize and agree that this amount  
11 could change based on facts that come to the attention of the parties  
12 prior to sentencing.

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

22 8. Defendant understands that, by pleading guilty, defendant  
23 may be giving up valuable government benefits and valuable civic  
24 rights, such as the right to vote, the right to possess a firearm,  
25 the right to hold office, and the right to serve on a jury.  
26 Defendant understands that once the court accepts defendant's guilty  
27 plea, it will be a federal felony for defendant to possess a firearm  
28 or ammunition. Defendant understands that the conviction in this

1 case may also subject defendant to various other collateral  
2 consequences, including but not limited to revocation of probation,  
3 parole, or supervised release in another case, suspension or  
4 revocation of a professional license, and mandatory exclusion from  
5 federal health care benefit programs for a minimum of five years.  
6 Defendant understands that unanticipated collateral consequences will  
7 not serve as grounds to withdraw defendant's guilty plea.

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

18 FACTUAL BASIS

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

28 //

1           Background

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

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

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

21           The Scheme to Defraud

22           Beginning in or about November 2007, and continuing through in  
23 or about June 2013, in Los Angeles County, within the Central  
24 District of California, and elsewhere, defendant and other co-  
25 schemers, including defendant's daughter, Sharon Patrow, also known  
26 as "Sharon Garcia," ("Patrow"), Sri Wijegoonaratna, M.D.  
27 ("Wijegoonaratna"), Boyao Huang ("Huang"), M.D., Nancy Briones, R.N.  
28 ("Briones"), and Roseilyn Montana ("Montana") knowingly, willfully,

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

9 The fraudulent scheme operated, in substance, in the following  
10 manner:

11 Efforts to Conceal Co-Schemer Defendant's Interest in California  
12 Hospice

13 On or about August 15, 2007, federal agents conducted a search  
14 of Medicare Plus Home Health Providers, Inc. ("Medicare Plus"), a home  
15 health agency owned and operated by defendant. Thereafter, defendant  
16 learned that she was under investigation for health care fraud and  
17 the payment of illegal kickbacks in exchange for the referral of  
18 beneficiaries to Medicare Plus.

19 On or about November 29, 2007, defendant purchased and financed  
20 the purchase of California Hospice LLP ("California Hospice") for  
21 approximately \$300,000. To conceal her ownership interest in  
22 California Hospice, defendant designated co-schemers Patrow and Erwin  
23 Castillo ("Castillo"), employed as the director of nursing of  
24 California Hospice, as the co-owners of California Hospice on  
25 documents filed with the State of California, Medicare, Medi-Cal, and  
26 the Internal Revenue Service. Defendant submitted an application  
27 with Medicare to transfer California Hospice's provider number  
28 following the sale.

1 Defendant and Patrow owned and operated California Hospice.  
2 Defendant and Patrow were the only signatories on, and jointly  
3 controlled, California Hospice's bank account at Wells Fargo Bank  
4 ending in 1910 (the "Wells Fargo Account"), which defendant and  
5 Patrow opened on or about January 28, 2008.

6 On or about May 13, 2008, defendant and Patrow submitted a  
7 Medicare provider application for California Hospice. Patrow signed  
8 the application under penalty of perjury, which defendant knew at the  
9 time contained a false statement because defendant's ownership  
10 interest in California Hospice was not disclosed to Medicare as  
11 required by the application.

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

16 On or about April 16, 2009, Patrow, at defendant's direction,  
17 submitted a provider application to Medi-Cal, which Patrow signed  
18 under penalty of perjury, falsely certifying that no owner, officer,  
19 director, employee or agent of California Hospice had been convicted  
20 of an offense involving fraud on a government program within the  
21 previous 10 years. As defendant then well knew, the certification  
22 was false because defendant was an owner, employee, and agent of  
23 California Hospice and had been convicted of health care fraud in  
24 Case No. 08-782-GAF. As a result of concealing defendant's interest  
25 in California Hospice in this manner, defendant and others furthered  
26 the scheme to engage in health care fraud, because if defendant's  
27 true interest in California Hospice had been disclosed, California  
28 Hospice would not have received a Medi-Cal provider number and would

1 not have been able to bill Medi-Cal fraudulently for health care  
2 services.

3       Between in or about July 2009 and in or about July 2011,  
4 defendant wrote checks from the Wells Fargo Account to other bank  
5 accounts that defendant controlled under the names of other purported  
6 health care companies that defendant owned and operated, including  
7 Medicare Plus, Unicare Health Professional ("Unicare"), Excel Plus  
8 Home Health Services, Inc., ("Excel Plus") a purported nursing  
9 registry, and Nevada Home Health Providers, Inc., a purported home  
10 health agency, using funds obtained from Medicare and Medi-Cal for  
11 purportedly providing hospice-related services to beneficiaries.  
12 These checks were frequently recorded in California Hospice's books  
13 and records as "Loans to/from Owners."

14       On or about July 24, 2011, in connection with defendant's  
15 sentencing in Case No. CR 08-782-GAF, and in furtherance of the  
16 scheme to defraud, defendant submitted a letter to the United States  
17 District Court signed by Patrow falsely stating that defendant "has  
18 no ownership interest, nor exercises any influence or control over  
19 California Hospice Care, LLC" and that "Villabroza has never had  
20 ownership of California Hospice Care, LLC." As defendant then well  
21 knew at the time Patrow's letter was submitted to the Court on  
22 defendant's behalf, this statement was false because defendant was an  
23 owner of California Hospice and controlled the Wells Fargo Account.  
24 While defendant was serving her sentence in Case No. CR 08-782-GAF,  
25 defendant continued to manage the operations of California Hospice,  
26 including through directions given during meetings and conversations  
27 defendant had with Patrow and Castillo.

28 //

1           Recruitment of Beneficiaries and Fraudulent Hospice Admissions

2           California Hospice received few, if any, referrals from the  
3 primary care physicians of beneficiaries. Rather, defendant and  
4 Patrow paid patient recruiters, known as "marketers" or "cappers," to  
5 recruit Medicare and Medi-Cal beneficiaries to California Hospice.  
6 Using the proceeds of the payments received by California Hospice  
7 from Medicare and Medi-Cal and deposited into the Wells Fargo  
8 Account, defendant and Patrow paid the marketers, including Montana,  
9 approximately \$400 to \$1,000 in illegal kickbacks in exchange for  
10 each recruited beneficiary per month the recruited beneficiary  
11 purportedly received hospice-related services from California  
12 Hospice. Defendant and Patrow paid marketers in a variety of ways,  
13 including by checks drawn on the Wells Fargo Account, the accounts of  
14 Unicare, and personal bank accounts, as well as in cash. For some of  
15 the marketers, defendant decided whether to refer the beneficiary to  
16 one of defendant's home health care companies and bill Medicare or  
17 Medi-Cal for home health care services, or to refer the beneficiary  
18 to California Hospice and bill Medicare or Medi-Cal for hospice  
19 related services. As defendant and other co-schemers then well knew,  
20 the recruited beneficiaries were not terminally ill and did not need  
21 hospice services.

22           Defendant referred to marketers as "business liaisons,"  
23 "community liaisons," and "business development representatives" to  
24 disguise the illegal nature of their illegal kickback relationship  
25 with their marketers. Defendant also paid medical professionals,  
26 including Wijegoonratna, illegal kickbacks for referring  
27 beneficiaries to California Hospice so the beneficiaries would be  
28 admitted to hospice.

1 Defendant knew that Wijegoonaratna, Huang, and other physicians  
2 paid by California Hospice created fraudulent diagnoses and falsely  
3 certified that beneficiaries were terminally ill, when, as defendant  
4 and Patrow then well knew, the overwhelming majority of the recruited  
5 California Hospice beneficiaries were not terminally ill.

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

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

25 The False Claim Charged In Count 13

26 On or about December 5, 2012, in furtherance of, and as an  
27 execution of, the scheme to defraud Medicare and Medi-Cal, defendant  
28 caused the submission of claim number 21234001049407 for \$6,582.70 to

1 Medicare for the provision of hospice services to beneficiary S.F.  
2 In fact, and as defendant then well knew: (a) this claim was false  
3 and fraudulent because beneficiary S.F. was not terminally ill; and  
4 (b) the submission of this false and fraudulent claim was unlawful.  
5 Medicare paid this claim. Defendant and the USAO agree that the  
6 offense in count thirteen to which defendant is pleading guilty  
7 involved a loss to the victim, Medicare, of \$5,432.57.

8 Relevant Conduct Loss

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

21 SENTENCING FACTORS

22 11. Defendant understands that in determining defendant's  
23 sentence the Court is required to calculate the applicable Sentencing  
24 Guidelines range and to consider that range, possible departures  
25 under the Sentencing Guidelines, and the other sentencing factors set  
26 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
27 Sentencing Guidelines are advisory only, that defendant cannot have  
28 any expectation of receiving a sentence within the calculated

1 Sentencing Guidelines range, and that after considering the  
2 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
3 be free to exercise its discretion to impose any sentence it finds  
4 appropriate up to the maximum set by statute for the crimes of  
5 conviction.

6 12. Defendant and the USAO agree to the following applicable  
7 Sentencing Guidelines factors for the offense to which defendant is  
8 pleading guilty:

9 Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
10 Loss Amount of \$3.5-\$9.5 Million:	+18	[U.S.S.G. § 2B1.1(b)(1)(J)]
11 Fraud on a Government Health 12 Care Program More Than \$7 Million:	+3	[U.S.S.G. § 2B1.1(b)(7)(ii)]
13 Abuse of Position of Trust:	+2	[U.S.S.G. § 3B1.3]
14 Obstruction of Justice:	+2	[U.S.S.G. § 3C1.1]

15  
16 Subject to paragraph 24 below, defendant and the USAO agree not to  
17 seek or argue in any way, either orally or in writing, that any other  
18 specific offense characteristics, adjustments, or departures relating  
19 to the offense level be imposed, with the exception that the USAO  
20 reserves the right to argue - and defendant reserves the right to  
21 oppose - that the following additional specific offense  
22 characteristics and adjustments are appropriate: (1) a two-level  
23 upward adjustment for fraud during course of bankruptcy pursuant to  
24 U.S.S.G. § 2B1.1(b)(9)(B); and (2) a four-level upward adjustment for  
25 aggravating role in the offense pursuant to U.S.S.G. § 3B1.1(a). If  
26 the two upward adjustments are applied, the total offense level will  
27 be 34. Defendant agrees, however, that if, after signing this  
28 agreement but prior to sentencing, defendant were to commit an act,

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

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

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

12 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

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

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

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

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

10                           WAIVER OF APPEAL OF CONVICTION

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

16                           LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

17           17. Defendant agrees that, provided the Court imposes a total  
18 term of imprisonment within or below the range corresponding to an  
19 offense level of 28 and the criminal history category calculated by  
20 the Court, defendant gives up the right to appeal all of the  
21 following: (a) the procedures and calculations used to determine and  
22 impose any portion of the sentence; (b) the term of imprisonment  
23 imposed by the Court; (c) the fine imposed by the court, provided it  
24 is within the statutory maximum; (d) the amount and terms of any  
25 restitution order, provided it requires payment of no more than  
26 \$7,433,329; (e) the term of probation or supervised release imposed  
27 by the Court, provided it is within the statutory maximum; and  
28 (f) any of the following conditions of probation or supervised

1 release imposed by the Court: the conditions set forth in General  
2 Orders 318, 01-05, and/or 05-02 of this Court; and the drug testing  
3 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).

4 18. The USAO agrees that, provided (a) all portions of the  
5 sentence are at or below the statutory maximum specified above and  
6 (b) the Court imposes a term of imprisonment corresponding to an  
7 offense level of 34 and the criminal history category calculated by  
8 the Court, the USAO gives up its right to appeal any portion of the  
9 sentence, with the exception that the USAO reserves the right to  
10 appeal the amount of restitution ordered if that amount is less than  
11 \$7,433,329.

12 RESULT OF WITHDRAWAL OF GUILTY PLEA

13 19. Defendant agrees that if, after entering a guilty plea  
14 pursuant to this agreement, defendant seeks to withdraw and succeeds  
15 in withdrawing defendant's guilty plea on any basis other than a  
16 claim and finding that entry into this plea agreement was  
17 involuntary, then (a) the USAO will be relieved of all of its  
18 obligations under this agreement; and (b) should the USAO choose to  
19 pursue any charge that was either dismissed or not filed as a result  
20 of this agreement, then (i) any applicable statute of limitations  
21 will be tolled between the date of defendant's signing of this  
22 agreement and the filing commencing any such action; and  
23 (ii) defendant waives and gives up all defenses based on the statute  
24 of limitations, any claim of pre-indictment delay, or any speedy  
25 trial claim with respect to any such action, except to the extent  
26 that such defenses existed as of the date of defendant's signing this  
27 agreement.



1 speedy trial claim with respect to any such action, except to the  
2 extent that such defenses existed as of the date of defendant's  
3 signing this agreement.

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

15 COURT AND PROBATION OFFICE NOT PARTIES

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

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

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

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

17 NO ADDITIONAL AGREEMENTS

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

23 //

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

EILEEN M. DECKER  
United States Attorney

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

*December 11, 2015*  
Date

*Priscilla Villabroza*  
PRISCILLA VILLABROZA  
Defendant

*12-1-15*  
Date

*Mark Bledstein*  
MARK BLEDSTEIN  
Attorney for Defendant  
PRISCILLA VILLABROZA

*12/1/15*  
Date

CERTIFICATION OF DEFENDANT

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

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

7 *Priscilla Villabroza* 12/1/2015  
8 PRISCILLA VILLABROZA Date  
9 Defendant

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

25 *[Signature]* 12-1-2015  
26 I. MARK BLEDSTEIN Date  
27 Attorney for Defendant  
28 PRISCILLA VILLABROZA

**United States District Court  
Central District of California**

UNITED STATES OF AMERICA vs.

Docket No. CR 14-00512 SJO-1

Defendant VILLABROZA, Priscilla

Social Security No.    -   -   -   -  
(Last 4 digits)

akas: Pangilinan, Priscilla Baguisi; Baguisi, Priscilla

**JUDGMENT AND PROBATION/COMMITMENT ORDER**

MONTH	DAY	YEAR
June	20,	2016

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

**COUNSEL** Irwin Mark Bledstein (Retained)

(Name of Counsel)

**PLEA**  **GUILTY**, and the court being satisfied that there is a factual basis for the plea.  **NOLO**  **NOT**  
**CONTENDERE**  **GUILTY**

**FINDING** There being a finding/verdict of **GUILTY**, defendant has been convicted as charged of the offense(s) of:  
**18 U.S.C. § 1347 and 18 U.S.C. § 2: Health Care Fraud; Aiding and Abetting and Causing an Act to Be Done as charged in Count 13 of the Indictment**

**JUDGMENT AND PROB/ COMM ORDER** The Court asked whether there was any reason why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the Court, the Court adjudged the defendant guilty as charged and convicted and ordered that: Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant is hereby committed to the custody of the Bureau of Prisons to be imprisoned for a term of:

It is ordered that the defendant shall pay to the United States a special assessment of \$100, which is due immediately. Any unpaid balance shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program.

Defendant shall pay restitution in the total amount of \$7,433,329 pursuant to 18 U.S.C. § 3663A, to victims as set forth in a separate victim list prepared by the probation office which this Court adopts and which reflects the Court's determination of the amount of restitution due to each victim. The victim list, which shall be forwarded to the fiscal section of the clerk's office, shall remain confidential to protect the privacy interests of the victims.

The defendant shall be held jointly and severally liable with the defendants in the related cases ("co-schemers") for the restitution amount to Medicare as ordered in this judgment. See list of co-schemers identified as defendants in the related cases below.

Defendant's liability for restitution ceases if and when defendant pays the total amount of restitution imposed as to the defendant as ordered in this judgment or when adding together the payments of all the below-listed co-schemers, the largest restitution obligation of any of these co-schemers is satisfied.

No restitution payment made by any of the other co-schemers in this case or any defendant in any of the related cases shall be credited to the defendant unless and until when adding together the payments

of all the below-listed co-schemers, the largest restitution obligation of any of these defendants is satisfied.

1. United States v. Ramon Parayno, CR 15-548-SJO
2. United States v. Kristen Castaneda, CR 15-14-SJO
3. United States v. Janel Licayan, CR 15-04-SJO
4. United States v. Priscilla Villabroza, CR 14-512-SJO
5. United States v. Mubina Siddiqui, CR 15-719-SJO
6. United States v. Erwin Castillo, CR 15-18-SJO
7. United States v. Sharon Patrow, CR 14-512-SJO
8. United States v. Nancy Briones, CR 14-512-SJO
9. United States v. Sri Wijegoonaratna, CR 14-512-SJO
10. United States v. Boyao Huang, CR 14-512-SJO

Restitution shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program. If any amount of the restitution remains unpaid after release from custody, nominal monthly payments of at least 10% of defendant's gross monthly income but not less than \$200, whichever is greater, shall be made during the period of supervised release and shall begin 30 days after the commencement of supervision. Nominal restitution payments are ordered as the Court finds that the defendant's economic circumstances do not allow for either immediate or future payment of the amount ordered.

Pursuant to 18 U.S.C. § 3612(f)(3)(A), interest on the restitution ordered is waived because the defendant does not have the ability to pay interest.

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

Pursuant to USSG §5E1.2(a), all fines are waived as the Court finds that the defendant does not have the ability to pay a fine in addition to restitution.

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Priscilla Villabroza, is hereby committed on Count 13 of the Indictment to the custody of the Bureau of Prisons for a term of 96 months. Pursuant to USSG §5G1.3(a), the sentence shall run consecutively to the undischarged term of imprisonment in USDC/CDCA Docket No. 08-00732-GAF.

Upon release from imprisonment, the defendant shall be placed on supervised release for a term of three years under the following terms and conditions:

1. The defendant shall comply with the rules and regulations of the United States 1. Probation Office, General Order 05-02, and General Order 01-05, including the three special conditions delineated in General Order 01-05.

USA vs. VILLABROZA, Priscilla

Docket No.: CR 14-00512 SJO-1

2. The defendant shall not commit any violation of local, state, or Federal law or ordinance.
3. During the period of community supervision, the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment.
4. The defendant shall not be employed in any position that requires licensing and/or certification by any local, state, or federal agency without the prior written approval of the Probation Officer.
5. The defendant shall not engage, as whole or partial owner, employee or otherwise, in any business or profession that bills Medicare or Medi-Cal or any other publicly funded health care benefit program without the express written approval of the Probation Officer.
6. The defendant shall apply all monies received from income tax refunds to the outstanding court-ordered financial obligation. In addition, the defendant shall apply all monies received from lottery winnings, inheritance, judgments and any anticipated or unexpected financial gains to the outstanding court-ordered financial obligation.
7. The defendant shall cooperate in the collection of a DNA sample from the defendant.

The drug testing condition mandated by statute is suspended based on the Court's determination that the defendant poses a low risk of future substance abuse.

The Court advises the Defendant of his right to appeal.

The Court recommends that the defendant shall be housed at a facility that can care for her medical condition and the recommendation and that it be at at FCI Victorville

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.

*S. James Otero*

USA vs. VILLABROZA, Priscilla

Docket No.: CR 14-00512 SJO-1

June 20, 2016

S. James Otero

Date

U. S. District Judge/Magistrate 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

June 20, 2016

By Victor Paul Cruz

Filed Date

Deputy Clerk



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

**STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE**

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

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

The defendant will also comply with the following special conditions pursuant to General Order 01-05 (set forth below).

USA vs. VILLABROZA, Priscilla

Docket No.: CR 14-00512 SJO-1

**STATUTORY PROVISIONS PERTAINING TO PAYMENT AND COLLECTION OF FINANCIAL SANCTIONS**

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

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

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

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

Payments shall be applied in the following order:

1. Special assessments pursuant to 18 U.S.C. §3013;
2. Restitution, in this sequence:
  - Private victims (individual and corporate),
  - Providers of compensation to private victims,
  - The United States as victim;
3. Fine;
4. Community restitution, pursuant to 18 U.S.C. §3663(c); and
5. Other penalties and costs.

**SPECIAL CONDITIONS FOR PROBATION AND SUPERVISED RELEASE**

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

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

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

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

USA vs. VILLABROZA, Priscilla

Docket No.: CR 14-00512 SJO-1

**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 \_\_\_\_\_  
Deputy Marshal

\_\_\_\_\_  
Date

**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 \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Filed Date

**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

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

BY   
CLERK OF DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
LOS ANGELES  
2008 JUL -7 PM 3:26

FILED

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
PRISCILLA VILLABROZA, )  
 )  
Defendant. )  
 )  
 )

CR 08- 00782  
I N F O R M A T I O N  
[18 U.S.C. § 1347: Health Care  
Fraud; 18 U.S.C. § 2: Aiding  
and Abetting, Causing an Act to  
be Done]

The United States Attorney charges:

COUNTS ONE THROUGH FIVE

[18 U.S.C. §§ 1347, 2]

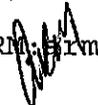
A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Information:

Defendant and Her Health Businesses

1. Defendant PRISCILLA VILLABROZA ("defendant  
VILLABROZA") was a nurse who owned and operated several health  
care businesses in Los Angeles County, within the Central  
District of California.

///

ARM: 

1           2.     Medicare Plus Home Health Providers ("Medicare Plus")  
2 was a home health agency located in Santa Fe Springs,  
3 California. Medicare Plus had a valid Medi-Cal provider number.  
4 It received payments from Medi-Cal for health services allegedly  
5 provided to qualifying disabled patients. Medicare Plus was  
6 owned and operated by defendant VILLABROZA and others.

7           3.     Excel Plus Home Health Services ("Excel Plus") was a  
8 nursing registry that allegedly provided nursing staff to home  
9 health companies, including Medicare Plus. Excel Plus was owned  
10 and operated by defendant VILLABROZA and others.

11           4.     Unicare Health Professional ("Unicare") was a "dba"  
12 for defendant VILLABROZA. Unicare was a health care services  
13 provider that allegedly paid for skilled and licensed nursing  
14 services.

15 The Medi-Cal Program

16           5.     Medi-Cal was a state-administered program that paid  
17 for essential medical care and services for California's  
18 qualifying indigent, elderly, disabled, and refugees.

19           6.     Medi-Cal received funds from both the state and  
20 federal governments.

21           7.     Medi-Cal patients were referred to as "beneficiaries."  
22 Doctors, home health agencies, and other persons or entities  
23 that rendered services and billed Medi-Cal were referred to as  
24 "providers."

25           8.     Medi-Cal was regulated by the California Department of  
26 Health Care Services ("CAL-DHCS"), which promulgated rules for  
27 the administration of the Medi-Cal program. CAL-DHCS would  
28 determine beneficiary qualifications, and issue Medi-Cal unique

1 eligibility cards to beneficiaries for their use to obtain goods  
2 and services from Medi-Cal providers.

3 9. CAL-DHCS would assign unique identification numbers to  
4 each Medi-Cal provider upon acceptance into the program.

5 10. Medi-Cal providers, such as Medicare Plus, would render  
6 services directly to the beneficiaries, and then submit claims  
7 to Medi-Cal for reimbursement.

8 11. In their claims, Medi-Cal providers were required to  
9 accurately identify:

- 10 a. the provider;  
11 b. the beneficiary; and  
12 c. the goods or services rendered.

13 12. When required, accurately identifying the type of  
14 health care professional who performed the services was material  
15 to the Medi-Cal claims process because certain procedures and  
16 services would be reimbursed at rates corresponding to which  
17 professional (e.g., doctor, registered nurse ("RN"), licensed  
18 vocational nurse ("LVN"), or other health care provider)  
19 performed that service.

20 13. As a supplemental benefit for certain qualifying  
21 beneficiaries, Medi-Cal would pay for medically necessary in-  
22 home services that included private duty nursing services from a  
23 RN or LVN and Pediatric Day Health Care.

24 14. When submitting claims to Medi-Cal, the provider, such  
25 as Medicare Plus, was also required to certify that the  
26 information on the claim form was truthful and accurate and that  
27 the services or goods provided were reasonable and necessary to  
28 the health of the Medi-Cal beneficiary.

1 B. THE SCHEME TO DEFRAUD

2 15. Beginning no later than on or about July 1, 2003, and  
3 continuing to on or about August 31, 2007, in Los Angeles  
4 County, within the Central District of California, and  
5 elsewhere, defendant VILLABROZA, together with and aided and  
6 abetted by others known and unknown to the United States

7 Attorney, knowingly, willfully, and with intent to defraud  
8 executed and attempted to execute a scheme and artifice: (a) to  
9 defraud health care benefit programs affecting commerce, namely,  
10 the Medi-Cal Program, as to material matters in connection with  
11 the delivery and payment for health care benefits, items, and  
12 services; and (b) to obtain money from the Medi-Cal Program by  
13 means of material false and fraudulent pretenses and  
14 representations and the concealment of material facts in  
15 connection with the delivery of and payment for health care  
16 benefits, items, and services.

17 C. MEANS TO ACCOMPLISH THE SCHEME TO DEFRAUD

18 16. The fraudulent scheme operated, in substance, in the  
19 following manner:

20 a. Defendant VILLABROZA and others knowingly used  
21 Medicare Plus, Excel Plus, and Unicare to employ individuals who  
22 were not licensed LVNs in the State of California (the  
23 "Unlicensed Nurses").

24 b. Defendant VILLABROZA and others sent the  
25 Unlicensed Nurses to treat Medi-Cal beneficiaries at home and at  
26 their schools knowing full well that Medi-Cal required that the  
27 work be performed by licensed nurses.

28 ///

1 c. When defendant VILLABROZA, Medicare Plus, and  
2 others filed claims with Medi-Cal for services, the Unlicensed  
3 Nurses were billed as providing licensed nursing services.

4 d. As defendant VILLABROZA well knew, had Medi-Cal  
5 been aware that Unlicensed Nurses were making the licensed  
6 nursing visits that Medicare Plus was billing, the skilled  
7 nursing visits would not have been paid by Medi-Cal.

8 e. Defendant VILLABROZA and others created records  
9 at Excel Plus and Medicare Plus that fraudulently reflected  
10 alleged payments for licensed LVNs despite knowing that the  
11 visits underlying these payments were actually performed by the  
12 Unlicensed Nurses.

13 f. In order to help conceal the use of Unlicensed  
14 Nurses, defendant VILLABROZA and others paid the Unlicensed  
15 Nurses through Unicare.

16 g. Through this scheme, from July 1, 2003, through  
17 August 31, 2007, defendant VILLABROZA and other co-conspirators  
18 billed Medi-Cal approximately \$17,141,530.68, and were paid  
19 approximately \$10,069,403.04. From these Medi-Cal payments that  
20 defendant Villabroza and other co-conspirators received,  
21 \$5,110,849.14 were for medical services that were provided by  
22 the Unlicensed Nurses that were billed as licensed nursing  
23 visits.

24 ///

25 ///

26 ///

27 ///

28 ///

1 D. EXECUTIONS OF THE FRAUDULENT SCHEME

2 17. On or about the dates set forth below, within the  
 3 Central District of California and elsewhere, defendant  
 4 VILLABROZA, together with others known and unknown to the United  
 5 States Attorney, for the purpose of executing and attempting to  
 6 execute the scheme to defraud described above, knowingly and  
 7 willfully submitted and caused to be submitted to Medi-Cal the  
 8 following false and fraudulent claims:

9	<u>COUNT</u>	<u>UNLICENSED</u>	<u>MEDI-CAL</u>	<u>PATIENT</u>	<u>DATE CLAIM</u>	<u>AMOUNT</u>
10		<u>NURSE</u>	<u>CLAIM NUMBER</u>		<u>SUBMITTED</u>	<u>PAID</u>
11	ONE	B.S.	4365240308003	J.P.	11/18/2004	\$235.28
12	TWO	F.F.	5262240301914	J.P.	09/19/2005	\$235.28
13						
14	THREE	E.C.	6045232308101	D.C.	02/14/2006	\$470.56
15						
16						
17	FOUR	P.M.	7137231807208	M.Y.	05/17/2007	\$323.51
18						
19	FIVE	D.D.	7142203101301	H.C.	05/22/2007	\$235.28

20 THOMAS P. O'BRIEN  
 United States Attorney

21 

22 CHRISTINE C. EWELL  
 23 Assistant United States Attorney  
 Chief, Criminal Division

24 DOUGLAS A. AXEL  
 25 Assistant United States Attorney  
 Chief, Major Frauds Section

26 BEONG-SOO KIM  
 27 Assistant United States Attorney  
 Deputy Chief, Major Frauds Section

28 ANTHONY R. MONTERO  
 Special Assistant  
 United States Attorney  
 Major Frauds Section

United States District Court
Central District of California

UNITED STATES OF AMERICA vs.

Docket No. CR 08-00782-GAF

Defendant Priscilla Villabroza

Social Security No. [redacted]

akas: Pangilinan, Priscilla Baguisi Banguisi, Precilla

(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.

Table with 3 columns: MONTH, DAY, YEAR. Values: 08, 01, 2011

COUNSEL [X] WITH COUNSEL Gregory Nicolaysen, Retained (Name of Counsel)

PLEA [X] GUILTY, and the court being satisfied that there is a factual basis for the plea. [ ] NOLO CONTENDERE [ ] NOT GUILTY

FINDING There being a finding/verdict of [X] GUILTY, defendant has been convicted as charged of the offense(s) of: HEALTH CARE FRAUD, AIDING AND ABETTING, CAUSING AN ACT TO BE DONE in violation of 18 U.S.C. Section 1347, 2 as charged in Count 1-5 of the Information.

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, Priscilla Villabroza, is hereby committed on Counts 1 through 5 of the 5-Count Information to the custody of the Bureau of Prisons for a term of 54 months. This term consists of 54 months on each of Counts 1 through 5 of the Information, to be served concurrently.

It is ordered that the defendant shall pay to the United States a special assessment of \$500, which is due immediately.

It is ordered that the defendant shall pay restitution in the total amount of \$5,110,849 pursuant to 18 U.S.C. § 3663A.

Defendant shall pay restitution in the total amount of \$5,110,849 to victim(s) as set forth in a separate victim list prepared by the Probation Office which this Court adopts and which reflects the Court's determination of the amount of restitution due to each victim. The victim list, which shall be forwarded by the Probation Officer to the fiscal section of the Clerk's Office, shall remain confidential to protect the privacy interests of the victims.

The restitution shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program. If any amount of the restitution remains unpaid after release from custody, nominal monthly payments of at least \$200.00 shall be made during the period of supervised release. These payments shall begin 30 days after the commencement of supervision. Nominal restitution payments are ordered as the court finds that the defendant's economic circumstances do not allow for either immediate or future payment of the amount ordered.

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

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

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

Upon release from imprisonment, the defendant shall be placed on supervised release for a term of three years. This term consists of three years on each of Counts 1 through 5 of the Information, all such terms to run concurrently under the following terms and conditions:

1. The defendant shall comply with the rules and regulations of the U. S. Probation Office and General Order 05-02;
2. During the period of community supervision the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment;
3. The defendant shall cooperate in the collection of a DNA sample from the defendant;
4. The defendant shall apply monies received from income tax refunds greater than \$500, lottery winnings, inheritance, judgements and any anticipated or unexpected financial gains to the outstanding court-ordered financial obligation;
5. The defendant shall not be employed in any position that requires licensing and/or certification by any local, state or federal agency, without prior approval of the Probation Officer and notification to such agency of this conviction; and,
6. The defendant shall not be employed in any capacity in the home health care industry that requires the submission of claims to an insurance company or government agency for payment for services, without prior approval of the Probation Officer and notification to such insurance companies or government agencies of this conviction;

The drug testing condition mandated by statute is suspended based on the Court's determination that the defendant poses a low risk of future substance abuse.

It is further ordered that the defendant surrender herself to the institution designated by the Bureau of Prisons on or before 12 noon, on September 16, 2011. In the absence of such designation, the defendant shall report on or before the same date and time, to the United States Marshal located at the Roybal Federal Building, 255 East Temple Street, Los Angeles, California 90012.

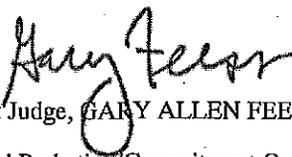
It is recommended that the defendant be designated to the Bureau of Prison, FCI Dublin.

Defendant informed that she has waived her right to appeal.

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.

August 1, 2011

Date


  
U. S. District Judge, GARY ALLEN FEESS

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

August 1, 2011

Filed Date

By RENEE A. FISHER

Deputy Clerk

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

#### STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE

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

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

The defendant will also comply with the following special conditions pursuant to General Order 01-05 (set forth

**STATUTORY PROVISIONS PERTAINING TO PAYMENT AND COLLECTION OF FINANCIAL SANCTIONS**

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

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

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

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

Payments shall be applied in the following order:

1. Special assessments pursuant to 18 U.S.C. §3013;
2. Restitution, in this sequence:
  - Private victims (individual and corporate),
  - Providers of compensation to private victims,
  - The United States as victim;
3. Fine;
4. Community restitution, pursuant to 18 U.S.C. §3663(c); and
5. Other penalties and costs.

**SPECIAL CONDITIONS FOR PROBATION AND SUPERVISED RELEASE**

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

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

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

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

**RETURN**

I have executed the within Judgment and Commitment as follows:

USA vs. Priscilla Villabroza

Docket No.: CR 08-00782-GAF

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