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

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

SAMUEL ALBERT,

Defendant.

CR No. 16-0435

I N F O R M A T I O N

[18 U.S.C. § 1349: Conspiracy to
Commit Health Care Fraud]

The United States Attorney charges:

[18 U.S.C. § 1349]

A. GENERAL ALLEGATIONS

At all times relevant to this Information:

1. Defendant SAMUEL ALBERT ("defendant ALBERT") was a licensed psychiatrist with a medical office located at 10840 Warner Avenue, Suite #1095, in Fountain Valley, California, within the Central District of California.

2. The Federal Employees' Compensation Act, Title 5, United States Code, Sections 8101, et seq. ("FECA"), provided compensation benefits to civilian employees of the United States for wage-loss disability due to a traumatic injury or occupational disease

1 sustained while working as a federal employee.

2 3. Benefits available pursuant to FECA were administered by
3 the Office of Workers' Compensation Programs ("OWCP"), a component of
4 the Department of Labor ("DOL").

5 4. A wage-loss disability claimant was required to return to
6 work (including limited duty or part-time work) as soon as the
7 claimant was able.

8 5. OWCP relied on physician providers to help assess when a
9 disability claimant was able to return to work or if a claimant
10 needed to continue receiving benefits under FECA, including
11 physicians' care, medications, physical therapy, and a percentage of
12 his or her regular pay.

13 6. FECA was a "health care benefit program" as defined by 18
14 U.S.C. § 24(b), that affected commerce.

15 B. THE OBJECT OF THE CONSPIRACY

16 7. Beginning in or around at least January 2008, and
17 continuing through in or around at least March 2014, in Orange
18 County, within the Central District of California, and elsewhere,
19 defendant ALBERT, together with others known and unknown to the
20 United States Attorney, knowingly combined, conspired, and agreed to
21 commit health care fraud, in violation of Title 18, United States
22 Code, Section 1347.

23 C. THE MANNER AND MEANS OF THE CONSPIRACY

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

26 a. At defendant ALBERT's direction, co-conspirator
27 office employees with no official medical training or background

1 would prepare reports purportedly reflecting patients' psychiatric
2 status, history, treatment, or progress based on psychotherapy
3 sessions ("patient reports") for defendant ALBERT to submit to OWCP.

4 b. The co-conspirators would utilize various report
5 templates (called K-Files) and complete patient reports to be
6 submitted to OWCP on a random basis. The various patient reports
7 would be completed by co-conspirator office employees by "cutting and
8 pasting" template paragraphs into patient reports that would be
9 submitted to OWCP.

10 c. The template paragraphs would be numbered and
11 maintained within electronic documents and titled by the name of the
12 report section to which they corresponded. For example, there would
13 be documents containing paragraphs for the following patient report
14 sections: "Current Situation"; "Treatment Modalities"; and
15 "Rationalized Medical Opinion."

16 d. A "key" would be maintained on the final page of each
17 patient report, with strict directions to never include the final
18 page in the reports submitted to OWCP. The key would keep track of
19 various details about the report's creation, such as which report
20 template was used, the order of the report sections, and the font
21 type.

22 e. Defendant ALBERT would direct co-conspirator office
23 employees to maintain a log tracking the submitted report templates
24 for each patient and the assigned OWCP Claims Examiner. The purpose
25 of this log would be to never send the same OWCP Claims Examiner the
26 same report template, and thereby, avoid detection of the scheme to
27 fraudulently prepare and submit patient reports.

1 f. At defendant ALBERT's direction, co-conspirator office
2 employees would prepare Health Insurance Claim Forms to bill OWCP for
3 the preparation of the patient reports.

4 g. Defendant Albert would review and sign the Health
5 Insurance Claim Forms and would cause them to be submitted to OWCP,
6 along with printed versions of the corresponding patient reports.

7 9. As a result of defendant ALBERT's conduct, between in or
8 about January 2008 and in or about March 2014, defendant ALBERT and
9 his co-conspirators submitted and caused the submission of
10 approximately 4,200,440 in false and fraudulent claims to DOL-OWCP
11 for patient report billings, and DOL-OWCP paid approximately
12 \$2,310,935 based on those claims.

13
14 EILEEN M. DECKER
United States Attorney

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

18 
19 LIZABETH A. RHODES
20 Assistant United States Attorney
21 Chief, General Crimes Section

22 CATHY J. OSTILLER
23 Assistant United States Attorney
Deputy Chief, General Crimes Section

24 ASHWIN JANAKIRAM
25 Special Assistant United States Attorney
26 General Crimes Section



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA v. SAMUEL ALBERT,	PLAINTIFF DEFENDANT	CASE NUMBER: 2:16-CR-00435
		WAIVER OF INDICTMENT

I, SAMUEL ALBERT, the above-named defendant, who is accused of CONSPIRACY TO COMMIT HEALTH CARE FRAUD, in violation of 18 U.S.C. SECTION 1349, being advised of the nature of the charge, the proposed information, and of my rights, hereby waive in open court on JULY 25, 2016, prosecution by indictment and consent that the proceedings may be by information rather than by indictment.

Date July 25 2016

Date 7/25/16

Date July 25 2016

Samuel H Albert
Defendant

[Signature]
Counsel for Defendant

Before: [Signature] Judicial Officer **FREDERICK F. MUMM**

If the defendant does not speak English, complete the following:

I, _____, am fluent in written and spoken English and _____ languages. I accurately translated this Waiver of Indictment from English to _____ for defendant _____ on this date.

Date

Interpreter

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CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES, CALIFORNIA

1 EILEEN M. DECKER
United States Attorney
2 LAWRENCE S. MIDDLETON
Assistant United States Attorney
3 Chief, Criminal Division
ASHWIN JANAKIRAM (Cal. Bar No. 277513)
4 Special Assistant United States Attorney
General Crimes Section
5 1100 United States Courthouse
312 North Spring Street
6 Los Angeles, California 90012
Telephone: (213) 894-2875
7 Facsimile: (213) 894-0141
E-mail: ashwin.janakiram@usdoj.gov

8 Attorneys for Plaintiff
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 16-0435

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
SAMUEL ALBERT

14 v.

15 SAMUEL ALBERT,

16 Defendant.

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

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. Give up the right to indictment by a grand jury and,
27 at the earliest opportunity requested by the USAO and provided by the

1 form attached to this agreement as Exhibit A or a substantially
2 similar form, which charges defendant with conspiracy to commit
3 health care fraud, in violation of 18 U.S.C. § 1349.

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

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

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

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

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

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

20 h. Make a partial restitution payment of \$300,000 at or
21 before the time of sentencing, subsequently continue to pay
22 restitution in accordance with the Court's order, and not seek the
23 discharge of any restitution obligation, in whole or in part, in any
24 present or future bankruptcy proceeding.

25 3. Defendant understands and acknowledges that as a result of
26 pleading guilty pursuant to this agreement, defendant will be
27 excluded from Medicare, Medicaid, and all Federal health care
28 programs. Defendant agrees to complete and execute all necessary

1 documents provided by the United States Department of Health and
2 Human Services; the Department of Labor ("DOL"), Office of Workers'
3 Compensation Programs ("OWCP"); or any other department or agency of
4 the federal government, to effectuate this exclusion within 60 days
5 of receiving the documents. This exclusion will not affect
6 defendant's right to apply for and receive benefits as a beneficiary
7 under any Federal health care program, including Medicare, Medicaid,
8 and the Federal Employees' Compensation Act, Title 5, United States
9 Code, Sections 8101, et seq. ("FECA").

10 4. Defendant further agrees:

11 a. To stipulate to the revocation of defendant's medical
12 license and the loss of all rights and privileges as a licensed
13 physician in California;

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

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

21 THE USAO'S OBLIGATIONS

22 5. 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, provided that defendant
27 demonstrates an acceptance of responsibility for the offenses up to
28 and including the time of sentencing, recommend a two-level reduction

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

4 d. Except for criminal tax violations (including
5 conspiracy to commit such violations chargeable under 18 U.S.C.
6 § 371), not further criminally prosecute defendant for violations of
7 18 U.S.C. §§ 371, 1341, 1343, 1347, or 1349 arising out of
8 defendant's conduct described in the agreed-to factual basis set
9 forth in paragraph 12 with respect his submission of false billing
10 claims to the OWCP, a component of DOL. Defendant understands that
11 the USAO is free to criminally prosecute defendant for any other
12 unlawful past conduct or any unlawful conduct that occurs after the
13 date of this agreement. Defendant agrees that at the time of
14 sentencing the Court may consider the uncharged conduct in
15 determining the applicable Sentencing Guidelines range, the propriety
16 and extent of any departure from that range, and the sentence to be
17 imposed after consideration of the Sentencing Guidelines and all
18 other relevant factors under 18 U.S.C. § 3553(a).

19 e. Recommend that the Court vary downward in offense
20 level by a sufficient number of levels such that the resulting
21 offense level is at the top of Zone B of the Sentencing Table in
22 U.S.S.G. Chapter 5, Part A, based on the factors set forth in 18
23 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7), including,
24 specifically, the history and characteristics of the defendant.

25 NATURE OF THE OFFENSE

26 6. Defendant understands that for defendant to be guilty of
27 the crime charged in the single-count Information, that is,
28 conspiracy to commit health care fraud, in violation of Title 18,

1 United States Code, Section 1349, the following must be true:

2 (1) beginning in or about January 2008 and continuing until in or
3 about April 2014, there was an agreement between two or more persons
4 to commit health care fraud, in violation of Title 18, United States
5 Code, Section 1347; and (2) defendant became a member of this
6 conspiracy knowing of its object and intending to help accomplish it.
7 The elements of a violation of Title 18, United States Code, Section
8 1347, are: (1) defendant knowingly and willfully devised or
9 participated in a scheme to defraud a health care benefit program;
10 (2) the statements made or facts omitted as part of the scheme were
11 material; (3) defendant acted with intent to defraud; and (4) the
12 scheme involved the delivery of, or payment for, health care
13 benefits, items, or services. The term "health care benefit program"
14 means any public or private plan or contract, affecting commerce,
15 under which any medical benefit, item, or service is provided to any
16 individual, and includes any individual or entity who is providing a
17 medical benefit, item, or service for which payment may be made under
18 the plan or contract. "Willfully" means that the defendant committed
19 the act voluntarily and purposefully, and with knowledge that the
20 conduct was, in a general sense, unlawful.

21 PENALTIES AND RESTITUTION

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

28

1 8. Defendant understands that defendant will be required to
2 pay full restitution to the victim of the offense to which defendant
3 is pleading guilty. Defendant agrees that, in return for the USAO's
4 compliance with its obligations under this agreement, the Court may
5 order restitution to persons other than the victim of the offense to
6 which defendant is pleading guilty and in amounts greater than those
7 alleged in the count to which defendant is pleading guilty. In
8 particular, defendant agrees that the Court may order restitution to
9 any victim of any of the following for any losses suffered by that
10 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
11 § 1B1.3, in connection with the offenses to which defendant is
12 pleading guilty; and (b) any charges not prosecuted pursuant to this
13 agreement as well as all relevant conduct, as defined in U.S.S.G.
14 § 1B1.3, in connection with those charges. The parties agree that
15 the applicable amount of restitution is at least \$1,000,000.01. The
16 government reserves the right to argue that the applicable amount of
17 restitution is approximately \$2,310,935. The parties recognize and
18 agree that the restitution amount could change based on facts that
19 come to the attention of the parties prior to sentencing. The
20 parties also agree that payments made to the government in
21 satisfaction of any civil resolution of claims filed under the False
22 Claims Act, 31 U.S.C. § 3729, based upon the conduct set forth in the
23 Factual Basis of this agreement, shall be deemed payments toward
24 restitution.

25 9. Defendant understands that supervised release is a period
26 of time following imprisonment during which defendant will be subject
27 to various restrictions and requirements. Defendant understands that
28 if defendant violates one or more of the conditions of any supervised

1 release imposed, defendant may be returned to prison for all or part
2 of the term of supervised release authorized by statute for the
3 offense that resulted in the term of supervised release, which could
4 result in defendant serving a total term of imprisonment greater than
5 the statutory maximum stated above.

6 10. Defendant understands that, by pleading guilty, defendant
7 may be giving up valuable government benefits and valuable civic
8 rights, such as the right to vote, the right to possess a firearm,
9 the right to hold office, and the right to serve on a jury.

10 Defendant understands that once the Court accepts defendant's guilty
11 plea, it will be a federal felony for defendant to possess a firearm
12 or ammunition. Defendant understands that the conviction in this
13 case may also subject defendant to various other collateral
14 consequences, including but not limited to mandatory exclusion from
15 providing services for any federal health care benefit program for at
16 least five years, suspension or revocation of a professional license,
17 and revocation of probation, parole, or supervised release in another
18 case. Defendant understands that unanticipated collateral
19 consequences will not serve as grounds to withdraw defendant's guilty
20 plea.

21 11. Defendant understands that, if defendant is not a United
22 States citizen, the felony conviction in this case may subject
23 defendant to: removal, also known as deportation, which may, under
24 some circumstances, be mandatory; denial of citizenship; and denial
25 of admission to the United States in the future. The Court cannot,
26 and defendant's attorney also may not be able to, advise defendant
27 fully regarding the immigration consequences of the felony conviction
28 in this case. Defendant understands that unexpected immigration

1 consequences will not serve as grounds to withdraw defendant's guilty
2 plea.

3 FACTUAL BASIS

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

13 Between in or about January 2004 and in or about March 2014,
14 defendant, a licensed psychiatrist, billed the OWCP, a component of
15 DOL, \$4,670,0430 for the preparation of reports purportedly
16 reflecting patients' psychiatric status, history, treatment, or
17 progress based on psychotherapy sessions at his medical office
18 located at 10840 Warner Avenue, Suite #1095, in Fountain Valley,
19 California.

20 The Federal Employees' Compensation Act, Title 5, United States
21 Code, Sections 8101, et seq. ("FECA") provided compensation benefits
22 to civilian employees of the United States for wage-loss disability
23 due to a traumatic injury or occupational disease sustained while
24 working as a federal employee. FECA was a "health care benefit
25 program" as defined by Title 18, United States Code, Section 24(b),
26 that affected commerce, as that term is used in Title 18, United
27 States Code, Section 1347.

1 Benefits available pursuant to FECA were administered by OWCP.
2 Under the program, a wage-loss disability claimant was required to
3 return to work (including limited duty or part-time work) as soon as
4 the claimant was able to do so. OWCP relied on physician providers
5 to help assess when a disability claimant was able to return to work,
6 or if a claimant needed to continue receiving benefits under FECA,
7 which included physicians' care, medications, therapy, and a
8 percentage of his or her regular pay. In particular, for a
9 disability claimant with a mental condition preventing return to
10 work, reports from a treating psychiatrist reflecting the claimant's
11 psychiatric status and progress were material to OWCP's determination
12 of eligibility for disability benefits under FECA.

13 Beginning in or about at least January 2008, and continuing to
14 in or about at least March 2014, in Orange County, within the Central
15 District of California, and elsewhere, defendant conspired with
16 others to defraud the FECA program (and OWCP, who administered the
17 program) in connection with the payment of health care benefits.
18 Specifically, defendant and his co-conspirators caused fraudulent
19 claims to be submitted to OWCP for payment in connection with the
20 preparation of reports purportedly reflecting patients' psychiatric
21 status, history, treatment, or progress based on psychotherapy
22 sessions defendant conducted at his medical office.

23 The reports purportedly prepared to document a patient's status
24 or any progress identified during a psychotherapy session were billed
25 to OWCP under Current Procedural Terminology ("CPT") Code 90889.
26 (CPT codes are numbers assigned to every task and service a
27 medical practitioner may provide to a patient for billing and
28

1 tracking purposes.) The vast majority of the reports prepared and
2 billed under CPT Code 90889 between January 2008 and March 2014 were
3 fraudulent. The reports did not reflect information obtained or
4 specifically related to the patient on whose behalf they were
5 purportedly prepared. Instead, the reports were generated, at the
6 direction of defendant, by co-conspirators who did not participate in
7 the relevant psychotherapy sessions and who were not provided with
8 session-based information about the specific patients for whom they
9 were preparing reports.

10 The fraudulent reports were based primarily on templates with
11 cut-and-paste information, including purportedly unique patient
12 quotes, re-used for different patient reports on a rotating basis.
13 Defendant maintained an elaborate system to keep track of the various
14 templates to ensure that the same patient would never have the same
15 report submitted to OWCP more than one time.

16 Defendant knew it was illegal to submit false billings for the
17 fraudulently prepared reports that purported to be, but were not in
18 fact, based on his patients' psychotherapy sessions. Notwithstanding
19 this fact, defendant conducted actual psychotherapy sessions with his
20 patients and there are no issues with quality of care or defendant's
21 entitlement to payment for rendering the underlying treatments.

22 Between January 2008 and March 2014, defendant billed DOL-OWCP
23 approximately \$4,200,440 under CPT Code 90889 (or approximately 90%
24 of the total billed to OWCP for patient reports in the ten-year
25 period between January 2004 and March 2014) for reports he allegedly
26 prepared based on patient sessions, and OWCP paid defendant
27 approximately \$2,310,935 on those claims. In doing so, defendant
28 knowingly and willfully caused false and fraudulent claims, which he

1 knew to be material to OWCP, to be submitted for payment under the
 2 FECA program. In engaging in the foregoing conduct, defendant acted
 3 knowingly and with the intent to defraud, that is, the intent to
 4 deceive OWCP and the FECA program.

5 SENTENCING FACTORS

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

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

20	Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
21	Loss of \$550K to \$1.5M	+14	[U.S.S.G. § 2B1.1(b)(1)(H)]
22	Loss of \$3.5M to \$9.5M	or +18	[U.S.S.G. § 2B1.1(b)(1)(J)]
23	Loss to government health care program greater than \$1M	+2	[U.S.S.G. § 2B1.1(b)(7)(i)]
24	Abuse of Position of Trust	+2	[U.S.S.G. § 3B1.3]

25 With respect to loss, the government reserves the right to argue that
 26 the loss in this case is approximately \$4,200,440 and that a 18-level
 27 upward adjustment under U.S.S.G. § 2B1.1(b)(1)(J) should apply, and
 28 defendant reserves the right to argue that the loss in this case is

1 any amount greater than \$1,000,000, but less than \$1,500,000, and
2 that, therefore, only a 14-level upward adjustment under U.S.S.G.
3 § 2B1.1(b)(1)(H) should apply.

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

6 16. Subject to paragraph 5(e) above, defendant and the USAO
7 reserve the right to argue for a sentence outside the sentencing
8 range established by the Sentencing Guidelines based on the factors
9 set forth in 18 U.S.C. §§ 3553(a)(1), (a)(2), (a)(3), (a)(6), and
10 (a)(7).

11 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

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

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

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

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

7 WAIVER OF APPEAL OF CONVICTION

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

13 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

14 19. Defendant agrees that, provided the Court imposes a total
15 term of imprisonment on the count of conviction within or below the
16 range corresponding to an offense level of 23 and the criminal
17 history category calculated by the Court, defendant gives up the
18 right to appeal all of the following: (a) the procedures and
19 calculations used to determine and impose any portion of the
20 sentence; (b) the term of imprisonment imposed by the Court; (c) the
21 fine imposed by the Court, provided it is within the statutory
22 maximum; (d) the amount and terms of any restitution order, provided
23 it requires payment of no more than \$2,310,935; (e) the term of
24 probation or supervised release imposed by the Court, provided it is
25 within the statutory maximum; and (f) any of the following conditions
26 of probation or supervised release imposed by the Court: the
27 conditions set forth in General Orders 318, 01-05, and/or 05-02 of
28 this Court; the drug testing conditions mandated by 18 U.S.C.

1 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions
2 authorized by 18 U.S.C. § 3563(b)(7).

3 20. The USAO agrees that, provided (a) all portions of the
4 sentence are at or below the statutory maximum specified above, and
5 (b) the Court imposes a sentence within or above the range
6 corresponding to an offense level of 11 and the criminal history
7 category calculated by the Court, the USAO gives up its right to
8 appeal any portion of the sentence, with the exception that the USAO
9 reserves the right to appeal the amount of restitution ordered if
10 that amount is less than \$1,000,000.

11 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

27

28

1 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

5 EFFECTIVE DATE OF AGREEMENT

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

9 BREACH OF AGREEMENT

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

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

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

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

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

20 COURT AND PROBATION OFFICE NOT PARTIES

21 26. Defendant understands that the Court and the United States
22 Probation Office are not parties to this agreement and need not
23 accept any of the USAO's sentencing recommendations or the parties'
24 agreements to facts or sentencing factors.

25 27. Defendant understands that both defendant and the USAO are
26 free to: (a) supplement the facts by supplying relevant information
27 to the United States Probation Office and the Court, (b) correct any
28 and all factual misstatements relating to the Court's Sentencing

1 Guidelines calculations and determination of sentence, and (c) argue
2 on appeal and collateral review that the Court's Sentencing
3 Guidelines calculations and the sentence it chooses to impose are not
4 error, although each party agrees to maintain its view that the
5 calculations in paragraph 14 are consistent with the facts of this
6 case. While this paragraph permits both the USAO and defendant to
7 submit full and complete factual information to the United States
8 Probation Office and the Court, even if that factual information may
9 be viewed as inconsistent with the facts agreed to in this agreement,
10 this paragraph does not affect defendant's and the USAO's obligations
11 not to contest the facts agreed to in this agreement.

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

22 NO ADDITIONAL AGREEMENTS

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

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PAGE 02

1 attorney, dated June 17, 2016, discussing the exercise of
 2 prosecutorial discretion to not prosecute his former medical staff,
 3 is not a promise, understanding, or agreement connected to
 4 defendant's entering a guilty plea pursuant to this agreement.

5 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

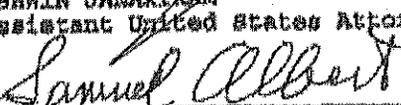
9 AGREED AND ACCEPTED

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

12 HILBEN M. DECKER
 United States Attorney

13 
 14 _____
 ASHWIN JANAKIRAM
 Assistant United States Attorney

6/20/2016
 Date

15 
 16 _____
 SAMUEL ALBERT
 Defendant

June 20, 2016
 Date

17 
 18 _____
 DAVID J. SCHINDLER
 Attorney for Defendant

6/17/16
 Date

19 SAMUEL ALBERT
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CERTIFICATION OF DEFENDANT

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

Samuel Albert June 20, 2016

SAMUEL ALBERT
Defendant

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CERTIFICATION OF DEFENDANT'S ATTORNEY

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

David J. Schindler

DAVID J. SCHINDLER
Attorney for Defendant
SAMUEL ALBERT

6/17/16

Date

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - GENERAL

Case No. 2:16-cr-00435-SVW Date September 26, 2016

Present: The Honorable STEPHEN V. WILSON, United States District Judge

Interpreter N/A

Paul Cruz/Evelyn Synagogue	Deborah Gackle	Ashbin Janakiram
<i>Deputy Clerk</i>	<i>Court Reporter/Recorder</i>	<i>Assistant U.S. Attorney</i>

<u>U.S.A. v. Defendant(s):</u>	<u>Present</u>	<u>Cust.</u>	<u>Bond</u>	<u>Attorneys for Defendants:</u>	<u>Present</u>	<u>App.</u>	<u>Ret.</u>
Samuel Albert	X		X	David J. Schindler	X		X

Proceedings: ARRAIGNMENT AND CHANGE OF PLEA

Defendant moves to change plea to the Indictment.

Defendant now enters a new and different plea to Count 1 of the Single-Count Indictment.

The Court questions the defendant regarding plea of Guilty and finds it knowledgeable and voluntary and orders the plea accepted and entered.

The Court refers the defendant to the Probation Office for investigation and report and continues the matter to January 23, 2017 at 11:00 a.m. for sentencing.

The Court vacates the court and/or jury trial date.

cc: Probation Office

_____ : _____ 32
Initials of Deputy Clerk ES