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

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

February 2012 Grand Jury

CR12-0415

12 UNITED STATES OF AMERICA,)
13 Plaintiff,)
14 v.)
15 GEORGE SAMUEL LAING,)
16 AUGUSTUS OHMENG, M.D.,)
17 GEORGE TARRYK, M.D., and)
18 EMMANUEL CHIDUEME,)
Defendants.)

No. CR
I N D I C T M E N T
[18 U.S.C. § 1347: Health Care
Fraud; 18 U.S.C. § 2(b):
Causing an Act To Be Done]

The Grand Jury charges:

COUNTS ONE THROUGH SIX

[18 U.S.C. §§ 1347, 2(b)]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Indictment:

The Defendants, the Pacific Clinic, Ivy Medical Supply, and Santos Medical Supply

1. Defendant GEORGE SAMUEL LAING ("LAING") was the manager and operator of the medical clinic that was located at

BSK

1 2491 Pacific Avenue, Suite #2, Long Beach, California (the
2 "Pacific Clinic"), within the Central District of California.

3 2. Defendant AUGUSTUS OHEMENG, M.D. ("OHEMENG") was a
4 physician who treated patients at the Pacific Clinic.

5 3. Defendant GEORGE TARRYK, M.D. ("TARRYK") was a
6 physician who treated patients at the Pacific Clinic.

7 4. Defendant EMMANUEL CHIDUEME was the owner and operator
8 of Ivy Medical Supply, Inc. ("Ivy"), a durable medical equipment
9 ("DME") supply company.

10 5. From in or about June 2004 until at least in or about
11 September 2009, Ivy was located at 1304 South Magnolia Avenue,
12 Anaheim, California, within the Central District of California.
13 Ivy became a Medicare provider and was issued a Medicare provider
14 number on or about June 30, 2002.

15 6. Santos Medical Supply ("Santos") was a DME supply
16 company located at 2821 South Vermont Avenue in Los Angeles,
17 California, within the Central District of California.

18 7. Ivy and Santos purported to provide to Medicare
19 beneficiaries, among other things, enteral nutrition, which was a
20 liquid nutritional supplement sold under brand names such as
21 Ensure and Glucerna, and enteral nutrition feeding supply kits,
22 which were kits that included syringes used to administer enteral
23 nutrition to patients who received their nutrition through a
24 feeding tube rather than by mouth.

25 8. Between in or about February 2005 and in or about
26 September 2008, defendants OHEMENG and TARRYK, while practicing
27 at the Pacific Clinic, prescribed enteral nutrition and feeding
28 supply kits to approximately 370 Medicare beneficiaries whom

1 defendant LAING referred to Santos. Between in or about February
2 2005 and in or about September 2009, defendants OHEMENG and
3 TARRYK, while practicing at the Pacific Clinic, prescribed
4 enteral nutrition and feeding supply kits to approximately 367
5 Medicare beneficiaries whom defendant LAING referred to Ivy.

6 9. Between in or about February 2005 and in or about
7 September 2009, based on prescriptions written by defendants
8 OHEMENG and TARRYK, Santos and Ivy billed Medicare approximately
9 \$2,373,922 and \$3,314,177, respectively, for enteral nutrition
10 and feeding supply kits allegedly supplied to Medicare
11 beneficiaries. Based on these claims, Medicare paid Santos and
12 Ivy approximately \$1,451,414 and \$1,518,254, respectively.

13 The Medicare Program

14 10. Medicare was a federal health care benefit program,
15 affecting commerce, that provided benefits to individuals who
16 were over the age of 65 or disabled. Medicare was administered
17 by the Centers for Medicare and Medicaid Services ("CMS"), a
18 federal agency within the United States Department of Health and
19 Human Services.

20 11. Individuals who qualified for Medicare benefits were
21 commonly referred to as Medicare "beneficiaries." Each
22 beneficiary was given a Health Identification Card Number
23 ("HICN") unique to that beneficiary.

24 12. DME companies, physicians, and other health care
25 providers that provided services that were reimbursed by
26 Medicare were referred to as "providers."

27 13. To become eligible to participate in Medicare, Medicare
28 required DME companies to submit an application in which the

1 company agreed to comply with all Medicare-related laws and
2 regulations. If Medicare approved the application, Medicare
3 assigned the DME company a Medicare "provider number," which
4 enabled the DME company to submit claims to Medicare for
5 reimbursement for products provided to Medicare beneficiaries.

6 14. Most DME providers, including Santos and Ivy, submitted
7 their claims electronically.

8 15. Medicare required a claim for Medicare reimbursement of
9 DME to set forth, among other things, the beneficiary's name and
10 HICN, the type of DME provided to the beneficiary, the date that
11 the DME was provided, and the name and Unique Physician
12 Identification Number ("UPIN") and/or the National Provider
13 Identifier ("NPI") of the physician who prescribed or ordered the
14 DME.

15 16. Medicare reimbursed DME providers only for DME that was
16 medically necessary to the treatment of a beneficiary's illness
17 or injury, was prescribed by a beneficiary's physician, and was
18 provided in accordance with Medicare regulations and guidelines
19 that governed whether a particular item would be reimbursed by
20 Medicare.

21 17. To bill Medicare, a DME provider submitted a claim
22 (Form 1500), which Medicare required to be truthful, complete,
23 and not misleading. In addition, when submitting a claim to
24 Medicare, a DME provider certified that the services or supplies
25 covered by the claim were medically necessary.

26 18. Prior to January 2007, for some types of DME, including
27 enteral nutrition, Medicare also required a Certificate of
28 Medical Necessity ("CMN"), signed by the referring physician,

1 certifying that the patient had the medical conditions necessary
2 to justify the DME.

3 19. For enteral nutrition to be covered by Medicare, the
4 Medicare beneficiary who received the enteral nutrition must have
5 had some illness or injury that prevented him from swallowing or
6 ingesting nutrients by mouth. Medicare would not cover
7 nutritional supplements for patients who were able to drink
8 nutritional supplements normally.

9 20. Patients receiving enteral nutrition through a feeding
10 tube required approximately 1600 calories per day. Such patients
11 generally required one syringe per day to inject the enteral
12 nutrition into a feeding tube.

13 B. THE FRAUDULENT SCHEME

14 21. Beginning on or about February 28, 2005, and continuing
15 through on or about September 30, 2009, in Los Angeles County,
16 within the Central District of California, and elsewhere,
17 defendants LAING, OHEMENG, TARRYK, and CHIDUEME, together with
18 others known and unknown to the Grand Jury, knowingly, willfully,
19 and with intent to defraud, executed and attempted to execute a
20 scheme and artifice: (a) to defraud a health care benefit
21 program, namely Medicare, as to material matters in connection
22 with the delivery of and payment for health care benefits, items,
23 and services; and (b) to obtain money from Medicare by means of
24 material false and fraudulent pretenses and representations and
25 the concealment of material facts in connection with the delivery
26 of and payment for health care benefits, items, and services.

27 22. The fraudulent scheme operated, in substance, in the
28 following manner:

1 a. Defendant LAING opened and operated the Pacific
2 Clinic and recruited defendants OHEMENG and TARRYK as treating
3 physicians for the clinic.

4 b. Defendant CHIDUEME established Ivy, a retail DME
5 company, and operated Ivy for the purpose of submitting claims to
6 the Medicare program.

7 c. Defendant LAING used patient recruiters, known as
8 "marketers" or "cappers," for the purpose of bringing Medicare
9 beneficiaries to the Pacific Clinic.

10 d. At the Pacific Clinic, defendants OHEMENG and
11 TARRYK performed physical examinations and administered tests for
12 Medicare beneficiaries. Following the examinations, defendants
13 OHEMENG and TARRYK prescribed Medicare beneficiaries 1600
14 calories of enteral nutrition per day "with feeding syringes."

15 e. The prescriptions for enteral nutrition and
16 feeding syringes written by defendants OHEMENG and TARRYK were
17 fraudulent in that the Medicare beneficiaries were not tube fed,
18 did not require a full daily value of 1600 calories in liquid
19 nutrition, and had no need for prescription syringes.

20 f. Defendant OHEMENG fraudulently and falsely signed
21 CMNs certifying that patients were tube fed and could not ingest
22 food orally, even though, as defendant OHEMENG then well knew,
23 the patients did not have a feeding tube and could ingest food
24 orally.

25 g. Once defendants OHEMENG and TARRYK wrote the false
26 and fraudulent enteral nutrition prescriptions, defendant LAING
27 referred the prescriptions to DME supply companies, including
28 Santos and Ivy, in exchange for kickback payments. A Santos

1 employee, J.G., and others known and unknown to the Grand Jury,
2 paid LAING approximately \$300 for each enteral nutrition and
3 feeding supply kit prescription. Defendant CHIDUEME, on behalf
4 of Ivy, also made kickback payments to defendant LAING in
5 exchange for the referral of enteral nutrition and feeding supply
6 kit prescriptions.

7 h. Based on the false and fraudulent prescriptions
8 written by defendants OHEMENG and TARRYK and referred by
9 defendant LAING, one or more co-schemers at Santos submitted and
10 caused to be submitted false and fraudulent claims to Medicare on
11 behalf of Santos, falsely representing that Santos had supplied
12 Medicare beneficiaries with certain quantities of medically
13 necessary enteral nutrition and feeding supply kits when, in
14 truth and fact, the enteral nutrition and feeding supply kits
15 were not medically necessary because the beneficiaries were
16 drinking the liquid nutrition normally and Santos was supplying
17 only a fraction of the enteral nutrition and supply kits for
18 which it was billing Medicare.

19 i. Based on the false and fraudulent prescriptions
20 written by defendants OHEMENG and TARRYK and referred by
21 defendant LAING, defendant CHIDUEME submitted and caused to be
22 submitted false and fraudulent claims to Medicare on behalf of
23 Ivy, falsely representing that Ivy had supplied Medicare
24 beneficiaries with certain quantities of medically necessary
25 enteral nutrition and feeding supply kits when, in truth and
26 fact, the enteral nutrition and feeding supply kits were not
27 medically necessary because the beneficiaries were drinking the
28 liquid nutrition normally and Ivy was supplying only a fraction

1 of the enteral nutrition and feeding supply kits for which it was
 2 billing Medicare.

3 j. Between in or about February 2005 and in or about
 4 September 2008, Santos submitted false and fraudulent claims to
 5 Medicare for enteral nutrition and enteral nutrition feeding
 6 supply kits in the amount of approximately \$2,373,922. Medicare
 7 in turn paid Santos approximately \$1,451,414 on those claims.

8 k. Between in or about February 2005 and in or about
 9 September 2009, Ivy submitted false and fraudulent claims to
 10 Medicare for enteral nutrition and enteral nutrition feeding
 11 supply kits in the amount of approximately \$3,314,177. Based on
 12 these claims, Medicare paid Ivy approximately \$1,518,254.

13 C. EXECUTION OF THE FRAUDULENT SCHEME

14 23. On or about the dates set forth below, within the
 15 Central District of California and elsewhere, the defendants
 16 listed below, together with others known and unknown to the Grand
 17 Jury, for the purpose of executing and attempting to execute the
 18 fraudulent scheme described above, knowingly and willfully caused
 19 to be submitted to Medicare the following false and fraudulent
 20 claims for payment for DME purportedly provided to the
 21 beneficiaries listed below:

22

<u>COUNT</u>	<u>DEFENDANT</u>	<u>CLAIM NUMBER/ DME COMPANY</u>	<u>DATE CLAIM SUBMITTED</u>	<u>AMOUNT OF CLAIM</u>	<u>BENEFICIARY - TYPE OF DME</u>
ONE	LAING, OHEMENG, TARRYK	10712284 7993000 (SANTOS)	05/2/2007	\$636.43	S.Y. - enteral nutrition and syringes

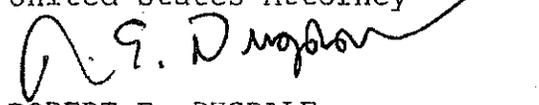
27

1	TWO	LAING, OHEMENG, TARRYK	10818385 3073000 (SANTOS)	7/1/2008	\$636.43	S.P. - enteral nutrition and syringes
2						
3	THREE	LAING, OHEMENG, TARRYK	10824682 7299000 (SANTOS)	9/2/2008	\$971.10	S.L. - enteral nutrition and syringes
4						
5	FOUR	LAING, OHEMENG, TARRYK, CHIDUEME	10833785 8672000 (IVY)	12/02/2008	\$779.65	S.L. - enteral nutrition and syringes
6						
7	FIVE	LAING, OHEMENG, TARRYK, CHIDUEME	10915680 5900000 (IVY)	06/05/2009	\$754.50	S.P. - enteral nutrition and syringes
8						
9	SIX	LAING, OHEMENG, TARRYK, CHIDUEME	10924580 6295000 (IVY)	09/02/2009	\$754.50	S.Y. - enteral nutrition and syringes
10						
11						
12						
13						

A TRUE BILL

181
Foreperson

18 ANDRÉ BIROTTE JR.
19 United States Attorney

20 

21 ROBERT E. DUGDALE
22 Assistant United States Attorney
23 Chief, Criminal Division

24 BEONG-SOO KIM
25 Assistant United States Attorney
26 Chief, Major Frauds Section

27 CONSUELO S. WOODHEAD
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Deputy Chief, Major Frauds Section

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 UNITED STATES OF AMERICA
 9

10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,) CR No. 12-415-CAS
 13)
 Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
 14) EMMANUEL CHIDUEME
 v.)
 15)
 GEORGE SAMUEL LAING,)
 16 AUGUSTUS OHEMENG, M.D.,)
 GEORGE TARRYK, M.D., and)
 17 EMMANUEL CHIDUEME)
 18 Defendants.)
)

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

27 DEFENDANT'S OBLIGATIONS

28 2. Defendant agrees to:

1 a) At the earliest opportunity requested by the USAO
2 and provided by the Court, appear and plead guilty to count four
3 of the indictment in United States v. George Samuel Lainq, et
4 al., CR No. 12-415-CAS, which charges defendant with health care
5 fraud in violation of 18 U.S.C. § 1347.

6 b) Not contest facts agreed to in this agreement.

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

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

12 e) Not commit any crime; however, offenses that would
13 be excluded for sentencing purposes under United States
14 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")
15 § 4A1.2(c) are not within the scope of this agreement.

16 f) Be truthful at all times with Pretrial Services, the
17 United States Probation Office, and the Court.

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

22 THE USAO'S OBLIGATIONS

23 3. The USAO agrees to:

24 a) Not contest facts agreed to in this agreement.

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

27 c) At the time of sentencing, move to dismiss the
28

1 remaining counts of the indictment as against defendant.
2 Defendant agrees, however, that at the time of sentencing the
3 Court may consider any dismissed charges in determining the
4 applicable Sentencing Guidelines range, the propriety and extent
5 of any departure from that range, and the sentence to be imposed.

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

13 e) Recommend that defendant be sentenced to a term of
14 imprisonment no higher than the low end of the applicable
15 Sentencing Guidelines range. For purposes of this agreement, the
16 low end of the Sentencing Guidelines range is that defined by the
17 Sentencing Table in U.S.S.G. Chapter 5, Part A, without regard to
18 reductions in the term of imprisonment that may be permissible
19 through the substitution of community confinement or home
20 detention as a result of the offense level falling within Zone B
21 or Zone C of the Sentencing Table.

22 NATURE OF THE OFFENSE

23 4. Defendant understands that for defendant to be guilty of
24 the crime charged in count four, that is, health care fraud, in
25 violation of Title 18, United States Code, Section 1347, the
26 following must be true:

27 (1) Defendant knowingly participated in a scheme or
28 plan to defraud a health care benefit program, or a scheme or

1 plan for obtaining money or property from a health care benefit
2 program by means of false or fraudulent pretenses,
3 representations, or promises;

4 (2) The statements made or facts omitted as part of the
5 scheme were material; that is, they had a natural tendency to
6 influence, or were capable of influencing, the health care
7 benefit program to part with money or property;

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

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

12 PENALTIES AND RESTITUTION

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

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

1 maximum stated above.

2 7. Defendant understands that he will be required to pay
3 full restitution to the victims of the offenses. Defendant
4 agrees that, in return for the USAO's compliance with its
5 obligations under this agreement, the amount of restitution is
6 not restricted to the amounts alleged in the count to which
7 defendant is pleading guilty and may include losses arising from
8 counts dismissed and charges not prosecuted pursuant to this
9 agreement, as well as all relevant conduct in connection with
10 those counts and charges. The parties currently believe that the
11 applicable amount of restitution is at least \$1,518,254, but
12 recognize and agree that this amount could change based on facts
13 that come to the attention of the parties prior to sentencing.
14 Defendant further agrees that defendant will not seek the
15 discharge of any restitution obligation, in whole or in part, in
16 any present or future bankruptcy proceeding.

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

1 probation, parole, or supervised release in another case.

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

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

14 FACTUAL BASIS

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

25 At all times relevant to this plea agreement, the Medicare
26 program ("Medicare") was a health care benefit program, as
27 defined by Title 18, United States Code, Section 24(b).

28

1 Between on or about February 28, 2005 and on or about
2 September 30, 2009, defendant, together with others, executed and
3 attempted to execute a scheme and artifice: (a) to defraud
4 Medicare as to material matters in connection with the delivery
5 and payment for health care benefits, items, and services; and
6 (b) to obtain money from Medicare by means of material false and
7 fraudulent pretenses and representations and the concealment of
8 material facts in connection with the delivery of and payment for
9 health care benefits, items, and services.

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

12 Defendant was the owner and operator of Ivy Medical Supply,
13 Inc. ("Ivy"), a durable medical equipment supply company. On or
14 about June 30, 2002, Ivy became a Medicare provider and was
15 issued a Medicare provider number. Defendant was involved in all
16 facets of Ivy's business, including submitting claims to
17 Medicare, ordering supplies, and making deliveries to patients.

18 Ivy's business consisted primarily of billing Medicare for
19 supplying Medicare beneficiaries with enteral nutrition and
20 feeding kits (which included billing for syringes). Enteral
21 nutrition is a liquid nutritional supplement that can be consumed
22 by mouth or delivered by syringe into a feeding tube. Medicare
23 covers enteral nutrition and feeding kits only if the beneficiary
24 is fed through a tube. There is no Medicare coverage if the
25 patient can ingest the nutrition by mouth. Defendant knew that
26 Medicare would only reimburse for enteral nutrition claims for
27 tube-fed patients.

28

1 Ivy submitted claims to Medicare electronically. For each
2 claim submitted for reimbursement, Medicare required Ivy to set
3 forth, among other things, the beneficiary's name and Medicare
4 Health Insurance Claim Number ("HICN"), the type of DME provided
5 to the beneficiary (enteral nutrition and feeding kits), the date
6 that the DME was provided, and the name and unique physician
7 identification number ("UPIN") of the physician who prescribed or
8 ordered the DME.

9 To bill Medicare, Ivy submitted a claim (Form 1500), which
10 Medicare required to be truthful, complete, and not misleading.
11 In addition, Ivy certified that the services or supplies covered
12 by the claim to Medicare were medically necessary.

13 Defendant Augustus Ohemeng, M.D. ("Ohemeng") and defendant
14 George Tarryk, M.D. ("Tarryk"), were prescribing physicians on
15 all enteral nutrition claims defendant submitted to Medicare.
16 Ohemeng and Tarryk practiced at a clinic located at 2491 Pacific
17 Avenue, Suite #2, Long Beach, California (the "Pacific Clinic").
18 Defendant George Samuel Laing ("Laing") was the manager and
19 operator of the Pacific Clinic. Defendant secured enteral
20 nutrition prescriptions by paying kickbacks to Laing. In
21 exchange for these kickback payments, Laing sold enteral
22 nutrition prescriptions written by Ohemeng and Tarryk to
23 defendant. Over the course of the scheme to defraud, defendant
24 paid Laing, or individuals affiliated with Laing, at least
25 \$75,620 in kickbacks.

26 Defendant intended to and did defraud Medicare by causing
27 the billing of enteral nutrition and feeding kits that: (a) were
28 not medically necessary or reimbursable by Medicare because the

1 beneficiaries were not tube fed; and (b) were not delivered to
2 the beneficiaries. Defendant knew that the enteral nutrition and
3 the feeding kits Ivy supplied were not medically necessary
4 because the patients were not tube-fed.

5 In addition, through Ivy, defendant billed Medicare for
6 enteral nutrition and feeding kits that were not delivered to
7 patients. For example, if Ivy delivered three or four cases of
8 enteral nutrition to a patient, defendant would bill Medicare for
9 eight or nine cases. Similarly, and as defendant well knew,
10 feeding kits were rarely delivered because none of the patients
11 were tube-fed and had no use for them.

12 Between in or about February 2005 and in or about September
13 2009, defendant, intending to defraud Medicare, caused Ivy to
14 submit to Medicare approximately \$3,314,177 in false and
15 fraudulent claims for enteral nutrition and feeding kits.
16 Medicare paid Ivy approximately \$1,518,254 on such claims. On or
17 about December 2, 2008, defendant caused Ivy to submit to
18 Medicare claim number 108337858672000, for \$779.65 for enteral
19 nutrition and feeding kits purportedly supplied to beneficiary
20 S.L. In fact, and as defendant well knew, S.L. was not tube-fed
21 and that the enteral nutrition supplied to S.L. was not medically
22 necessary. In addition, as defendant well knew, Ivy supplied
23 S.L. with less than the amount of enteral nutrition billed to
24 Medicare and did not deliver any feeding kits to S.L.

25 SENTENCING FACTORS

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

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

10 12. Defendant and the USAO agree to the following
11 applicable Sentencing Guidelines factors:

12 Base Offense Level : 6 [U.S.S.G. § 2B1.1]

13 Defendant and the USAO agree that the loss defendant intended to
14 cause Medicare, for purposes of calculating defendant's adjusted
15 offense level under U.S.S.G. § 2B1.1(b), is between \$1,518,254
16 and \$3,314,177. The USAO reserves the right to seek an upward
17 adjustment for abuse of position of trust pursuant to U.S.S.G.
18 § 3B1.3. Defendant and the USAO both reserve the right to argue
19 that additional specific offense characteristics, adjustments,
20 and departures under the Sentencing Guidelines are appropriate.

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

23 14. Defendant and the USAO reserve the right to argue for a
24 sentence outside the sentencing range established by the
25 Sentencing Guidelines based on the factors set forth in 18 U.S.C.
26 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

27 //

28 //

WAIVER OF CONSTITUTIONAL RIGHTS

1
2 15. Defendant understands that by pleading guilty,
3 defendant gives up the following rights:

4 a) The right to persist in a plea of not guilty.

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

6 c) The right to be represented by counsel - and if
7 necessary have the court appoint counsel - at trial. Defendant
8 understands, however, that, defendant retains the right to be
9 represented by counsel - and if necessary have the court appoint
10 counsel - at every other stage of the proceeding.

11 d) The right to be presumed innocent and to have the
12 burden of proof placed on the government to prove defendant
13 guilty beyond a reasonable doubt.

14 e) The right to confront and cross-examine witnesses
15 against defendant.

16 f) The right to testify and to present evidence in
17 opposition to the charges, including the right to compel the
18 attendance of witnesses to testify.

19 g) The right not to be compelled to testify, and, if
20 defendant chose not to testify or present evidence, to have that
21 choice not be used against defendant.

22 h) Any and all rights to pursue any affirmative
23 defenses, Fourth Amendment or Fifth Amendment claims, and other
24 pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

25
26 16. Defendant understands that, with the exception of an
27 appeal based on a claim that defendant's guilty plea were
28 involuntary, by pleading guilty defendant is waiving and giving

1 up any right to appeal defendant's conviction on the offense to
2 which defendant is pleading guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 17. Defendant agrees that, provided the Court imposes a
5 total term of imprisonment on all counts of conviction of no more
6 than 57 months, defendant gives up the right to appeal all of the
7 following: (a) the procedures and calculations used to determine
8 and impose any portion of the sentence; (b) the term of
9 imprisonment imposed by the Court; (c) the fine imposed by the
10 court, provided it is within the statutory maximum; (d) the
11 amount and terms of any restitution order, provided it requires
12 payment of no more than \$1,518,254; (e) the term of probation or
13 supervised release imposed by the Court, provided it is within
14 the statutory maximum; and (f) any of the following conditions of
15 probation or supervised release imposed by the Court: the
16 conditions set forth in General Orders 318, 01-05, and/or 05-02
17 of this Court; the drug testing conditions mandated by 18 U.S.C.
18 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use
19 conditions authorized by 18 U.S.C. § 3563(b)(7).

20 18. The USAO agrees that, provided (a) all portions of the
21 sentence are at or below the statutory maximum specified above
22 and (b) the Court imposes a term of imprisonment of no less than
23 30 months, the USAO gives up its right to appeal any portion of
24 the sentence, with the exception that the USAO reserves the right
25 to appeal the following: (a) the amount of restitution ordered if
26 that amount is less than \$1,518,254.

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1 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

17 EFFECTIVE DATE OF AGREEMENT

18 20. This agreement is effective upon signature and
19 execution of all required certifications by defendant,
20 defendant's counsel, and an Assistant United States Attorney.

21 BREACH OF AGREEMENT

22 21. Defendant agrees that if defendant, at any time after
23 the signature of this agreement and execution of all required
24 certifications by defendant, defendant's counsel, and an
25 Assistant United States Attorney, knowingly violates or fails to
26 perform any of defendant's obligations under this agreement ("a
27 breach"), the USAO may declare this agreement breached. All of
28 defendant's obligations are material, a single breach of this

1 agreement is sufficient for the USAO to declare a breach, and
2 defendant shall not be deemed to have cured a breach without the
3 express agreement of the USAO in writing. If the USAO declares
4 this agreement breached, and the Court finds such a breach to
5 have occurred, then: (a) if defendant has previously entered a
6 guilty plea pursuant to this agreement, defendant will not be
7 able to withdraw the guilty plea, and (b) the USAO will be
8 relieved of all its obligations under this agreement.

9 22. Following the Court's finding of a knowing breach of
10 this agreement by defendant, should the USAO choose to pursue any
11 charge that was either dismissed or not filed as a result of this
12 agreement, then:

13 a) Defendant agrees that any applicable statute of
14 limitations is tolled between the date of defendant's signing of
15 this agreement and the filing commencing any such action.

16 b) Defendant waives and gives up all defenses based on
17 the statute of limitations, any claim of pre-indictment delay, or
18 any speedy trial claim with respect to any such action, except to
19 the extent that such defenses existed as of the date of
20 defendant's signing this agreement.

21 c) Defendant agrees that: (i) any statements made by
22 defendant, under oath, at the guilty plea hearing (if such a
23 hearing occurred prior to the breach); (ii) the agreed to factual
24 basis statement in this agreement; and (iii) any evidence derived
25 from such statements, shall be admissible against defendant in
26 any such action against defendant, and defendant waives and gives
27 up any claim under the United States Constitution, any statute,
28 Rule 410 of the Federal Rules of Evidence; Rule 11(f) of the

1 Federal Rules of Criminal Procedure, or any other federal rule,
2 that the statements or any evidence derived from the statements
3 should be suppressed or are inadmissible.

4 COURT AND PROBATION OFFICE NOT PARTIES

5 23. Defendant understands that the Court and the United
6 States Probation Office are not parties to this agreement and
7 need not accept any of the USAO's sentencing recommendations or
8 the parties' agreements to facts or sentencing factors.

9 24. Defendant understands that both defendant and the USAO
10 are free to: (a) supplement the facts by supplying relevant
11 information to the United States Probation Office and the Court,
12 (b) correct any and all factual misstatements relating to the
13 Court's Sentencing Guidelines calculations and determination of
14 sentence, and (c) argue on appeal and collateral review that the
15 Court's Sentencing Guidelines calculations and the sentence it
16 chooses to impose are not error, although each party agrees to
17 maintain its view that the calculations in paragraph 12 are
18 consistent with the facts of this case. While this paragraph
19 permits both the USAO and defendant to submit full and complete
20 factual information to the United States Probation Office and the
21 Court, even if that factual information may be viewed as
22 inconsistent with the facts agreed to in this agreement, this
23 paragraph does not affect defendant's and the USAO's obligations
24 not to contest the facts agreed to in this agreement.

25 25. Defendant understands that even if the Court ignores
26 any sentencing recommendation, finds facts or reaches conclusions
27 different from those agreed to, and/or imposes any sentence up to
28 the maximum established by statute, defendant cannot, for that

1 reason, withdraw defendant's guilty plea, and defendant will
2 remain bound to fulfill all defendant's obligations under this
3 agreement. Defendant understands that no one -- not the
4 prosecutor, defendant's attorney, or the Court -- can make a
5 binding prediction or promise regarding the sentence defendant
6 will receive, except that it will be within the statutory
7 maximum.

8 NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

ANDRÉ BIROTTE JR.
United States Attorney



GRANT B. GELBERG
Special Assistant United States Attorney

11/19/2012
Date



EMMANUEL CHIDUME
Defendant

11/16/2012
Date



ALAN AYLER
Attorney for Defendant
EMMANUEL CHIDUME

11/16/2012
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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 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.



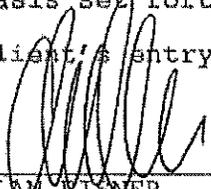
EMMANUEL CHIDUME
Defendant

11/16/2012
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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am EMMANUEL CHIDUEME'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.



ALAN EISNER
Attorney for Defendant
EMMANUEL CHIDUEME

11/16/2012

Date

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - SENTENCING AND JUDGMENT

(Amended)

Case No. CR12-415-CAS Date July 29, 2013

Present: The Honorable CHRISTINA A. SNYDER

CATHERINE M. JEANG Deputy Clerk LAURA ELIAS Court Reporter/Recorder GRANT GGELBERG Assistant U.S. Attorney

Defendant EMMANUEL CHIDUEME Custody Bond X Counsel for Defendant ALAN EISNER Retd. DFPD Panel Interpreter N/A

PROCEEDINGS: SENTENCING AND JUDGMENT HEARING Contested Non-Evidentiary

Day (if continued from a prior hearing date)

X Refer to Judgment and Probation/Commitment Order; signed copy attached hereto. Refer to separate Judgment Order.

Imprisonment for Years/months on each of counts

Count(s) concurrent/consecutive to count(s)

Fine of \$ is imposed on each of count(s) concurrent/consecutive.

Execution/Imposition of sentence as to imprisonment only suspended on count(s)

Confined in jail-type institution for to be served on consecutive days/weekends commencing

years/months Supervised Release/Probation imposed on count(s) consecutive/concurrent to count(s)

under the usual terms & conditions (see back of Judgment/Commitment Order) and the following additional terms and conditions, under the direction of the Probation Office:

Perform hours of community service.

Serve in a CCC/CTC.

Pay \$ fine amounts & times determined by P/O.

Make \$ restitution in amounts & times determined by P/O.

Participate in a program for treatment of narcotic/alcohol addiction.

Pay any fine imposed by this sentence & that remains unpaid at commencement of community supervision. Comply with rules/regulations of ICE, if deported not return to U.S.A. illegally and upon any reentry during period of supervision report to the nearest P/O within 72 hours.

Other conditions:

Pursuant to Section 5E1.2(c), all fines are waived, including costs of imprisonment & supervision. The Court finds the defendant does not have the ability to pay.

Pay \$ per count, special assessment to the United States for a total of \$

Imprisonment for months/years and for a study pursuant to 18 USC with results to be furnished to the Court within days/months whereupon the sentence shall be subject to modification. This matter is set for further hearing on

X Government's motion, all remaining count(s)/underlying indictment/information, ordered dismissed.

X Defendant informed of right to appeal.

ORDER sentencing transcript for Sentencing Commission. X Processed statement of reasons.

X Bond exonerated X upon surrender upon service of

Execution of sentence is stayed until 12 noon, at which time the defendant shall surrender to the designated facility of the Bureau of Prisons, or, if no designation made, to the U.S. Marshal.

Defendant ordered remanded to/released from custody of U.S. Marshal forthwith.

Issued Remand/Release #

Present bond to continue as bond on appeal. Appeal bond set at \$

X Filed and distributed judgment. ENTERED.

The Court hereby recommends that defendant be designated to a facility in Southern California, or as

X Other close thereto as possible.

Initials of Deputy Clerk 00 : 28 CMJ

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

UNITED STATES OF AMERICA vs.

Docket No. CR12-415-CAS ENTER

Defendant EMMANUEL CHIDUEME

Social Security No.

akas: N/A

(Last 4 digits)

JUDGMENT AND PROBATION/COMMITMENT ORDER

MONTH	DAY	YEAR
07	29	2013

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

COUNSEL Alan Eisner, 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:
Health Care Fraud in violation of 18 USC 1347, as charged in Count 4 of the 6-Count 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 on Count 4 of the 6-Count Indictment to the custody of the Bureau of Prisons to be imprisoned for a term of: **THIRTY-SEVEN (37) MONTHS**

It is ordered that the defendant shall pay to the United States a special assessment of \$100.00, which is due immediately. Any unpaid balance shall be due during the period of imprisonment, at the rate of not less than \$25.00 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program.

It is ordered that the defendant shall pay restitution in the total amount of \$1,518,254 pursuant to 18 U.S.C. § 3663A.

The amount of restitution ordered shall be paid to the victim 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 victim.

A partial payment of \$4,000.00 shall be paid immediately. Restitution shall be due during the period of imprisonment, at the rate of not less than \$25.00 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 \$2,000.00, shall be made, whichever is greater, during the period of supervised release and shall begin thirty (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.

The defendant shall be held jointly and severally liable with co-participants George Laing, Augustus Ohemeng, M.D., and George Tarryk M.D. for the amount of restitution ordered in this judgment. The victim's recovery is limited to the amount of its loss and the defendant's liability for restitution ceases if and when the victim receives full restitution.

USA vs. EMMANUEL CHIDUEME

Docket No.: CR12-415-CAS

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 (3) years under the following terms and conditions:

1. The defendant shall comply with the rules and regulations of the United States 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 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;
4. The defendant shall cooperate in the collection of a DNA sample from the defendant; and
5. The defendant shall apply monies received from income tax refunds, lottery winnings, inheritance, judgments, and any anticipated or unexpected financial gains to the outstanding Court-ordered financial obligation.

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 himself to the institution designated by the Bureau of Prisons on or before 12 noon, September 30, 2013. 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 Royal Federal Building, 255 East Temple Street, Los Angeles, California 90012.

Defendant is informed of his right to appeal.

Bond is exonerated upon surrender.

The Court grants the Government's request to dismiss the remaining counts of the Indictment.

The Court hereby recommends that defendant be designated to a facility in Southern California, or as close thereto as possible.

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.

July 29, 2013

Date

Christine A. Snyder
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

July 29, 2013

Filed Date

By /s/
Deputy Clerk

USA vs. EMMANUEL CHIDUEMEDocket No.: CR12-415-CAS

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).

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 (15th) 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.

USA vs. EMMANUEL CHIDUEME

Docket No.: CR12-415-CAS

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:

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

USA vs. EMMANUEL CHIDUEME

Docket No.: CR12-415-CAS

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