

1 McGREGOR W. SCOTT  
United States Attorney  
2 MARK J. McKEON  
Assistant United States Attorney  
3 2500 Tulare Street, Suite 4401  
Fresno, CA 93721  
4 Telephone: (559) 497-4000  
Facsimile: (559) 497-4099  
5

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JUL 05 2018 *JML*  
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EASTERN DISTRICT OF CALIFORNIA  
BY \_\_\_\_\_

6 Attorneys for Plaintiff  
United States of America  
7

8 IN THE UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,  
11 Plaintiff,  
12 v.  
13 BAHAR GHARIB-DANESH, D.C., and  
14 PAIN FREE DIAGNOSTICS, INC.,  
a California Corporation,  
15 dba Pain Free Management,  
16 Defendants.

CASE NO. 1:15-CR-00179-LJO  
VIOLATION: 18 U.S.C. § 1349 – Conspiracy to  
Commit Health Care Fraud; 18 U.S.C. §§ 1347, 2(a)  
– Aiding and Abetting Health Care Fraud

17  
18 SUPERSEDING INFORMATION

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

20 The United States Attorney charges:

21 PAIN FREE DIAGNOSTICS, INC.,  
22 a California Corporation,  
23 dba Pain Free Management,

24 defendant herein, as follows:

25 I. INTRODUCTION

26 At all times relevant to this indictment:

27 1. J.T. (“J.T.”) was a clinical psychologist licensed to practice psychology by the California  
28 Board of Psychology, with his principal place of business at 13900 Panay Way, #DS-35, Marina Del

1 Ray, California 90292 .

2 2. Mindwaves Psychological Services, Inc. ("Mindwaves") was a California professional  
3 corporation located at 4712 Admiralty Way, Suite 476, Marina Del Rey, California 90292. Mindwaves  
4 was owned and controlled by defendant J.T..

5 3. N.E. was a chiropractor licensed to practice by the California Board of Chiropractic  
6 Examiners, with her principal place of business at 2920 F Street, #C5, Bakersfield, California 93312.

7 4. Pain Free Diagnostic was a California corporation doing business as Pain Free  
8 Management Company ("PAIN FREE MANAGEMENT"). PAIN FREE MANAGEMENT was located  
9 at 6944 Reseda Boulevard, Reseda, California 91335. PAIN FREE MANAGEMENT leased space at  
10 clinics to J.T. and provided J.T. with management and billing services.

11 A. Workers Compensation Insurance

12 5. In California, an employer pays for medical care for a work-related injury or illness,  
13 either through a workers' compensation insurance policy, by being self-insured or through the State  
14 Compensation Insurance Fund ("SCIF"). The SCIF was established in 1914, and is now the largest  
15 provider of workers' compensation coverage in California. SCIF is a division of the California  
16 Department of Industrial Relations ("DCIR") and is considered to be a California state agency. SCIF's  
17 mission is to provide an available market for workers' compensation insurance at fair rates, and to serve  
18 as a model for all workers' compensation carriers.

19 6. Worker's compensation insurance was sold to employers to protect them from liability in  
20 the event of on-the-job injuries resulting in employee injury, disability or death and to provide monetary  
21 relief and medical benefits to injured workers. California workers' compensation law requires claims  
22 administrators to authorize and pay for medical care that is "reasonably required to cure or relieve" the  
23 effects of the injury. This means care that follows scientifically based medical treatment guidelines.

24 7. Workers' compensation insurance policies are private plans and contracts, affecting  
25 commerce, under which medical benefits, items, and services are provided to an individual, and thus are  
26 "health care benefit plans" within the meaning of Title 18, United States Code, Section 24.

27 8. The Medical Unit issues QME panels to injured workers and claims administrators. A  
28 QME panel is a randomly generated list of QME medical providers issued when there is a dispute about

1 whether an injury is work related, or if there is a medical issue that has not been resolved by the treating  
2 physician's report.

3 9. In some circumstances, a primary treating physician may write a medical-legal report.  
4 However, no medical provider may write or bill for a medical-legal report unless there has been a  
5 dispute with the defendant that would trigger a medical-legal examination. In such a cases, the medical-  
6 provider writing the report must be selected from the randomly generated list of QME providers. A  
7 primary treating physician may write and bill for a medical-legal report only in response to a properly  
8 acquired medical-legal report after a dispute.

9 10. Reports by treating or consulting physicians are subject to the Official Medical Fee  
10 Schedule adopted pursuant to California Labor Code Section 5307.1. When a physician writes a  
11 medical-legal evaluation report, the physician is reimbursed pursuant to the higher Medical-Legal  
12 Expense fee schedule. ML 102 is the billing code used for basic comprehensive medical-legal  
13 evaluations. ML 103 is the billing code used for complex comprehensive medical-legal evaluations  
14 which include at least three complexity factors.

15 11. In order to receive payment from the insurer, a physician is required to submit a health  
16 insurance claim form to the insurer, called a Form CMS-1500. The claims may be submitted in hard  
17 copy or electronically. A narrative report accompanies the medical bill, which becomes part of the  
18 complete bill. The CMS-1500 identified the patient; the referring physician; the insurance company;  
19 who, where and what services were provided to the patient; and the charges associated with those  
20 services. The bills and reports are used by the insurance company to evaluate the proper reimbursement  
21 to the medical providers.

22 II. The Conspiracy

23 12. Beginning at a time unknown to the grand jury, but no later than in or about August 2005  
24 and continuing through in or about November 2012, in Kern, Tulare and Fresno Counties in the State  
25 and Eastern District of California, and elsewhere, defendant PAIN FREE MANAGEMENT and others  
26 known and unknown, did unlawfully conspire, confederate and agree with each other to devise a scheme  
27 and artifice to execute, and attempt to execute, a scheme and artifice to defraud a health care benefit  
28 program affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is worker's

1 compensation insurance, and to obtain, by means of materially false and fraudulent pretenses,  
2 representations, and promises, money and property owned by, and under the custody and control of  
3 private insurers in connection with the delivery of and payment of health care benefits, items and  
4 services, in violation of Title 18, United States Code, Section 1347.

5 III. Purpose of the Conspiracy

6 13. It was a purpose and object of the conspiracy for PAIN FREE MANAGEMENT and  
7 other co-conspirators known and unknown, to unlawfully enrich itself by, among other things: (a)  
8 submitting false and fraudulent claims to worker's compensation insurance providers for services that  
9 were medically unnecessary, that were not eligible for reimbursement, and that were never provided; (b)  
10 concealing the submission of false and fraudulent claims to worker's compensation insurance providers,  
11 the receipt and transfer of the proceeds from the fraud; and (c) diverting proceeds of the fraud for the  
12 personal use and benefit of the defendants and their co-conspirators in the form of compensation and  
13 other remuneration.

14 IV. Manner and Means of the Conspiracy

15 The manner and means by which the defendants and their co-conspirators sought to accomplish  
16 the object and purpose of the conspiracy included, among others, the following:

17 14. On or about September 1, 2009, PAIN FREE MANAGEMENT entered into a contract  
18 with J.T. to lease space located at clinics and to operate J.T.'s clinical psychology practice to the extent  
19 it was conducted on the premises, including maintenance of patient medical records, and billing and  
20 collection of professional fees. In return, J.T. agreed to pay PAIN FREE MANAGEMENT a  
21 "management fee" equal to fifty percent (50%) of all money actually received and derived directly or  
22 indirectly by reason of any medical or health care related services provided by J.T..

23 15. J.T. would submit bills for services rendered to employees under his own name as well as  
24 through his corporation, Mindwaves Psychological Services, Inc., to PAIN FREE MANAGEMENT,  
25 which would then forward the bills to a third party billing agency for the purpose of both preparing  
26 CMS-1500 forms and sending them to the appropriate insurers. J.T.'s authorized signature would then  
27 be affixed to the CMS-1500 by the third party billing agency and the J.T. would sign the narrative  
28 reports submitted with each CMS-1500.

1 16. J.T. routinely submitted bills and reports that were the same for each and every patient,  
2 including the time spent in examination and testing, and for the exact same dollar amount, regardless of  
3 the age, sex, geographic location of the patient, or the type and seriousness of the patient's injury. The  
4 narrative reports stated almost the same information word-for-word for every patient, other than  
5 identifying information such as the name, sex, and some details about how the patient was injured.

6 17. J.T. routinely billed using the code ML 103 for medical-legal evaluations, identifying  
7 himself in the narrative report as a QME. He would also state in his narrative report that he was  
8 requested to conduct a medical-legal evaluation by the patient or by the primary treating physician,  
9 EOH. This allowed him to bill using the higher Medical-Legal Expense fee schedule. These bills were  
10 all false and fraudulent because J.T. had not been appointed a QME to perform medical-legal  
11 evaluations for these patients nor was there a documented dispute between the employer and the injured  
12 worker. In addition, J.T. submitted bills where he claimed he acted as a QME during a period of time  
13 when he had allowed his QME certification to lapse.

14 18. When submitting bills to insurers, J.T. would claim to see up to a dozen patients per day.  
15 For each patient, J.T.'s bill would submit that he provided each patient with approximately 20.8 hours of  
16 psychological evaluations in a single day. On one day, J.T. billed a total of 291.2 hours for treating  
17 fourteen patients. In one period of two weeks, J.T. billed approximately 1,123.2 hours treating patients  
18 and writing reports.

19 19. Between on or about August 2005 and on or about November 2012, J.T. submitted claims  
20 for psychological services in worker's compensation cases totaling in excess of \$5.6 million.

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

22 COUNT TWO: [18 U.S.C. §§ 347, 2(a) – Aiding and Abetting Health Care Fraud]

23 The United States Attorney charges:

24 BAHAR GHARIB-DANESH, D.C.,

25 defendant herein, as follows:

26 20. Paragraphs 1 through 13 of Count One of this Indictment, are re-alleged and incorporated  
27 by reference as if fully set forth herein.

28 21. Defendant BAHAR GHARIB-DANESH D.C., ("GHARIB-DANESH") was a

1 chiropractor licensed to practice by the California Board of Chiropractic Examiners, with her principal  
2 place of business at 6944 Reseda Boulevard, Reseda, California 91335.

3 22. Defendant GHARIB-DANESH directed her medical staff in how to prepare bills to be  
4 submitted by N.E..

5 23. N.E. submitted claims totaling approximately \$5,686.89 to private insurance companies  
6 and the SCIF for services rendered by her between February 2012 and January 2014 for writing medical-  
7 legal reports, fraudulently using billing codes ML 102 and ML 103. These claims were false and  
8 fraudulent because they concerned reports written by her under circumstances when her writing a  
9 medical-legal report and her billing for it were not authorized by California law.

10 24. On or about June 6, 2014, in Kern County, State and Eastern District of California, and  
11 elsewhere, defendant GHARIB-DANESH, in connection with the delivery of and payment for health  
12 care benefits, items, and services, did knowingly and willfully aid and abet the execution, and attempt to  
13 execute, a scheme and artifice to defraud a health care benefit program affecting commerce, as defined  
14 in Title 18, United States Code, Section 24(b), that is worker's compensation insurance, and obtain, by  
15 means of materially false and fraudulent pretenses, representations, and promises, money and property  
16 owned by, and under the custody and control of the SCIF, in connection with the delivery of and  
17 payment of health care benefits, items and services, to wit: GHARIB-DANESH aided and abetted N.E.  
18 submitting a bill to SCIF for beneficiary I.-M.C.-V. for services allegedly rendered on or about  
19 November 8, 2013, in the amount of \$849.73, using billing code ML 102.

20 All in violation of Title 18, United States Code, Section 1347 and 2(a).

21  
22 Dated: *July 5, 2018*

McGREGOR W. SCOTT  
United States Attorney

23  
24 By: *Mark J. McKeon*

MARK J. McKEON  
Assistant United States Attorney

1 MCGREGOR W. SCOTT  
United States Attorney  
2 MARK J. McKEON  
Assistant United States Attorney  
3 2500 Tulare Street, Suite 4401  
Fresno, CA 93721  
4 Telephone: (559) 497-4000  
Facsimile: (559) 497-4099  
5

6 Attorneys for Plaintiff  
United States of America  
7

8 IN THE UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA  
10

11 UNITED STATES OF AMERICA,  
12 Plaintiff,  
13 BAHAR GHARIB-DANESH, D.C.,  
14 Defendant.  
15

CASE NO. 1:15-cr-00179-LJO  
PLEA AGREEMENT  
DATE: TO BE SET  
TIME: TO BE SET  
COURT: HON. LAWRENCE J. O'NEILL

16 Pursuant to Rule 11(c) of the Federal Rules of Criminal Procedure, the United States of America,  
17 by and through McGregor W. Scott, the United States Attorney for the Eastern District of California,  
18 and Assistant United States Attorney Mark J. McKeon; and Defendant BAHAR-GHARIB-DANESH,  
19 D.C. (hereinafter "defendant" or "GHARIB-DANESH"), and Richard Alan Moss and Daniel A. Bacon,  
20 attorneys for defendant GHARIB-DANESH, have agreed as follows.  
21

22 I. INTRODUCTION

23 A. Scope of Agreement.

24 The Superseding Information in this case charges the defendant GHARIB-DANESH with a  
25 violation of 18 U.S.C. §§ 1347, 2(a) – Aiding and Abetting Health Care Fraud. This document contains  
26 the complete plea agreement between the United States Attorney's Office for the Eastern District of  
27 California (the "government") and the defendant regarding this case. This plea agreement is limited to  
28 the United States Attorney's Office for the Eastern District of California and cannot bind any other

1 federal, state, or local prosecuting, administrative, or regulatory authorities.

2 **B. Court Not a Party.**

3 The Court is not a party to this plea agreement. Sentencing is a matter solely within the  
4 discretion of the Court, and the Court may take into consideration any and all facts and circumstances  
5 concerning the criminal activities of defendant, including activities which may not have been charged in  
6 the Superseding Information. The Court is under no obligation to accept any recommendations made by  
7 the government, and the Court may in its discretion impose any sentence it deems appropriate up to and  
8 including the statutory maximum stated in this plea agreement.

9 If the Court should impose any sentence up to the maximum established by the statute, the  
10 defendant cannot, for that reason alone, withdraw her guilty plea, she will remain bound to fulfill all of  
11 the obligations under this plea agreement. The defendant understands that neither the prosecutor,  
12 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence she will  
13 receive.

14 **II. DEFENDANT'S OBLIGATIONS**

15 **A. Guilty Pleas.**

16 Defendant GHARIB-DANESH will plead guilty to Count Two of the Superseding Information,  
17 Aiding and Abetting Health Care Fraud, in violation of 18 U.S.C. §§ 1347, and 2(a). The defendant  
18 agrees that she is in fact guilty of this charge and that the facts set forth in the Factual Basis for Plea  
19 attached hereto as Appendixes A and B are accurate.

20 The defendant agrees that this plea agreement will be filed with the Court and become a part of  
21 the record of the case. The defendant understands and agrees that she will not be allowed to withdraw  
22 her plea should the Court not follow the government's sentencing recommendations.

23 The defendant agrees that the statements made by her in signing this Agreement, including the  
24 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by  
25 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a  
26 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f)  
27 and Fed. R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this  
28 Agreement generally.

1                   1.     Waiver of Indictment:

2                   The defendant acknowledges that under the United States Constitution she is entitled to be  
3 indicted by a grand jury on the charges to which she is pleading guilty and that pursuant to  
4 Fed.R.Crim.P. 7(b) she agrees to waive any and all rights she has to being prosecuted by way of  
5 indictment to the charges set forth in the information. The defendant agrees that at a time set by the  
6 Court, she will sign a written waiver of prosecution by Indictment and consent to proceed by  
7 Information rather than by Indictment.

8                   2.     Package Agreement:

9                   The defendant acknowledges and understands that the plea offer made to her here by the  
10 government is a "package offer." That is, the defendant understands that the offer made to her is  
11 conditioned on PAIN FREE DIAGNOSTICS, INC., a California Corporation, dba Pain Free  
12 Management (hereinafter, "PFM"), pleading guilty according to the terms of its Plea Agreement. The  
13 defendant understands that if PFM declines, refuses or fails to plead guilty according to its respective  
14 offer, then, at the option of the government, she will not be allowed to enter a plea of guilty to the offer  
15 made by the government. Additionally, if PFM fails or refuses to enter its plea according to its  
16 respective offer and defendant GHARIB-DANESH already entered her plea, or if PFM fails to pay the  
17 stipulated restitution set out in its plea agreement prior to defendant GHARIB-DANESH's scheduled  
18 appearance for sentencing, then this plea agreement is voidable at the option of the government. In its  
19 sole discretion, the government has the ability to withdraw from the plea agreement and pursue the  
20 original charges. However, the defendant's waiver of her rights under Rule 11(f) and Fed. R. Evid. 410,  
21 as set forth in Section II.A herein, will not operate.

22                   Recognizing that this is a package offer, defendant GHARIB-DANESH confirms that she has not  
23 been threatened, pressured, or coerced by any other person, to enter into this plea agreement. The  
24 defendant also confirms that she enters into this plea agreement voluntarily because she is in fact guilty  
25 of the offense to which she is pleading guilty.

26                   B.     Restitution.

27                   The victims of the fraudulent claims charged in Count Two of the Superseding Information are  
28 identified in Appendix "B" hereto. These claims were not paid by the insurance companies, and

1 therefore there is no restitution owing by defendant GHARIB-DANESH.

2  
3 **C. Fine.**

4 The parties agree that no fine is appropriate in this case.

5 **D. Special Assessment.**

6 Defendant GHARIB-DANESH agrees to pay a special assessment of \$100 at the time of  
7 sentencing by delivering a check or money order payable to the United States District Court to the  
8 United States Probation Office immediately before the sentencing hearing. The defendant understands  
9 that this plea agreement is voidable at the option of the government if she fails to pay the assessment  
10 prior to that hearing.

11 **E. Violation of Plea Agreement by Defendant/Withdrawal of Plea.**

12 If a defendant, cooperating or not, violates this plea agreement in any way, withdraws her plea,  
13 or tries to withdraw her plea, this plea agreement is voidable at the option of the government. If the  
14 government elects not to void the agreement based on the defendant's violation, the government will no  
15 longer be bound by its representations to the defendant concerning the limits on criminal prosecution  
16 and sentencing as set forth herein. A defendant violates the plea agreement by committing any crime or  
17 providing or procuring any statement or testimony which is knowingly false, misleading, or materially  
18 incomplete in any litigation or sentencing process in this case, or engages in any post-plea conduct  
19 constituting obstruction of justice. Varying from stipulated Guidelines application or agreements  
20 regarding arguments as to 18 United States Code section 3553, as set forth in this agreement, personally  
21 or through counsel, also constitutes a violation of the plea agreement. The government also shall have  
22 the right (1) to prosecute the defendant on any of the counts to which she pleaded guilty; (2) to reinstate  
23 any counts that may be dismissed pursuant to this plea agreement; and (3) to file any new charges that  
24 would otherwise be barred by this plea agreement. The defendant shall thereafter be subject to  
25 prosecution for any federal criminal violation of which the government has knowledge. The decision to  
26 pursue any or all of these options is solely in the discretion of the United States Attorney's Office.

27 By signing this plea agreement, the defendant agrees to waive any objections, motions, and  
28 defenses that the defendant might have to the government's decision. Any prosecutions that are not

1 time-barred by the applicable statute of limitations as of the date of this plea agreement may be  
2 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of  
3 limitations between the signing of this plea agreement and the commencement of any such prosecutions.  
4 The defendant agrees not to raise any objections based on the passage of time with respect to such  
5 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy  
6 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as  
7 of the date of this plea agreement. The determination of whether the defendant has violated the plea  
8 agreement will be under a probable cause standard.

9 In addition, (1) all statements made by the defendant to the government or other designated law  
10 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,  
11 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or  
12 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no  
13 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal  
14 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by  
15 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.  
16 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

17 **F. Agreement to Cooperate.**

18 Defendant GHARIB-DANESH agrees to cooperate fully with the government and any other  
19 federal, state, or local law enforcement agency, as directed by the government. As used in this plea  
20 agreement, "cooperation" requires the defendant: (1) to respond truthfully and completely to all  
21 questions, whether in interviews, in correspondence, telephone conversations, before a grand jury, or at  
22 any trial or other court proceeding; (2) to attend all meetings, grand jury sessions, trials, and other  
23 proceedings at which the defendant's presence is requested by the government or compelled by  
24 subpoena or court order; (3) to produce voluntarily any and all documents, records, or other tangible  
25 evidence requested by the government; (4) not to participate in any criminal activity while cooperating  
26 with the government; and (5) to disclose to the government the existence and status of all money,  
27 property, or assets, of any kind, derived from or acquired as a result of, or used to facilitate the  
28 commission of, the defendant's illegal activities or the illegal activities of any conspirators.



1 three-level reduction (if the offense level reaches 16) in the computation of her offense level if the  
2 defendant clearly demonstrates acceptance of responsibility for her conduct as defined in U.S.S.G.  
3 § 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation  
4 of the pre-sentence report, being truthful and candid with the probation officer, and not otherwise  
5 engaging in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either  
6 in the preparation of the pre-sentence report or during the sentencing proceeding.

7 **3. Reduction of Sentence for Cooperation.**

8 The government agrees to recommend at the time of sentencing that the defendant GHARIB-  
9 DANESH's sentence of imprisonment be reduced by up to 50% of the applicable guideline sentence if  
10 she provides substantial assistance to the government, pursuant to U.S.S.G. § 5K1.1. The defendant  
11 understands that she must comply with paragraphs II.F and not violate this plea agreement as set forth in  
12 paragraph II.E herein. The defendant understands that it is within the sole and exclusive discretion of  
13 the government to determine whether the defendant has provided substantial assistance.

14 The defendant understands that the government may recommend a reduction in her sentence of  
15 less than 50% or no reduction at all; depending upon the level of assistance the government determines  
16 that the defendant has provided.

17 The defendant further understands that a motion pursuant to U.S.S.G. § 5K1.1 is only a  
18 recommendation and is not binding on the Court, that this plea agreement confers no right upon the  
19 defendant to require that the government make a § 5K1.1 motion, and that this plea agreement confers  
20 no remedy upon the defendant in the event that the government declines to make a § 5K1.1 motion. In  
21 particular, the defendant agrees not to try to file a motion to withdraw her guilty plea based on the fact  
22 that the government decides not to recommend a sentence reduction or recommends a sentence  
23 reduction less than the defendant thinks is appropriate.

24 If the government determines that the defendant has provided further cooperation within one  
25 year following sentencing, the government may move for a further reduction of her sentence pursuant to  
26 Rule 35 of the Federal Rules of Criminal Procedure.

27 **C. Use of Information for Sentencing.**

28 The government is free to provide full and accurate information to the Court and Probation,

1 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate  
2 statements or arguments by the defendant, her attorney, Probation, or the Court. The defendant also  
3 understands and agrees that nothing in this Plea Agreement bars the government from defending on  
4 appeal or collateral review any sentence that the Court may impose.

5 Further, other than as set forth above, the government agrees that any incriminating information  
6 provided by defendant GHARIB-DANESH during her cooperation will not be used in determining the  
7 applicable guideline range, pursuant to U.S.S.G. § 1B1.8, unless the information is used to respond to  
8 representations made to the Court by the defendant, or on her behalf, that contradict information  
9 provided by the defendant during her cooperation.

10 **IV. ELEMENTS OF THE OFFENSE**

11 At a trial, the government would have to prove beyond a reasonable doubt the following  
12 elements of the offense to which the defendant is pleading guilty,

13 **18 U.S.C. § 1347 - Health Care Fraud**

14 The Elements of the crime of Health Care Fraud are:

15 First: The defendant knowingly devised or participated in a scheme to defraud  
16 California workers' compensation fund and/or private workers' compensation  
17 insurers or to obtain, by means of false or fraudulent pretenses, representations, or  
18 promises, any of the money or property owned by, or under the custody or control  
of California workers' compensation fund and/or private insurers in connection  
with the delivery of or payment for health care benefits, items, or services;

19 Second: The statements made or facts omitted as part of the scheme were material; that is,  
20 they had a natural tendency to influence, or were capable of influencing, a person  
to part with money or property;

21 Third, The defendant acted willfully and with the intent to defraud; and

22 Fourth, California workers' compensation was a public plan or contract, affecting  
23 commerce, under which medical benefits, items, or services were provided to any  
individual.

24 **18 U.S.C. § 2(a) – Aiding and Abetting**

25 A defendant may be found guilty of health care fraud, even if the defendant personally did not  
26 commit the act or acts constituting the crime but aided and abetted in its commission. To prove a  
27 defendant guilty of health care fraud by aiding and abetting, the government must prove each of the  
28 following beyond a reasonable doubt:

- 1 First, health care fraud was committed by someone;
- 2 Second, the defendant aided, counseled, commanded, induced or procured that person with  
3 respect to at least one element of health care fraud;
- 4 Third, the defendant acted with the intent to facilitate health care fraud; and
- 5 Fourth, the defendant acted before the crime was completed.

6 The defendant fully understands the nature and elements of the crime charged in the Superseding  
7 Information to which she is pleading guilty, together with the possible defenses thereto, and have  
8 discussed them with her attorney.

9 **V. MAXIMUM SENTENCE**

10 **A. Maximum Penalty.**

11 Defendant GHARIB-DANESH understands that the maximum sentence that the Court can  
12 impose is ten years of incarceration, a fine of \$250,000, a three-year period of supervised release and a  
13 special assessment of \$100. If defendant GHARIB-DANESH is eligible for probation, the maximum  
14 term of probation that the court could impose is five years. By signing this plea agreement, the  
15 defendant also agrees that the Court can order the payment of restitution for the full loss caused by the  
16 defendant's wrongful conduct. The defendant agrees that the restitution order is not restricted to the  
17 amounts alleged in the specific count to which she is pleading guilty. The defendant further agrees, as  
18 noted above, that she will not attempt to discharge in any present or future bankruptcy proceeding any  
19 restitution imposed by the Court.

20 **B. Violations of Supervised Release or Probation.**

21 Defendant GHARIB-DANESH understands that if she violates a condition of supervised release  
22 at any time during the term of supervised release, the Court may revoke the term of supervised release  
23 and require the defendant to serve up to two additional years imprisonment. Defendant GHARIB-  
24 DANESH further understands that if she violates a condition of probation at any time during a term of  
25 probation, the Court may revoke the sentence of probation and resentence the defendant to any sentence  
26 that was originally available for the defendant's crime.



1 called for under the Sentencing Guidelines' advisory guideline range as determined by the Court to a  
2 level that is less than the parties' agreement on Estimated Guideline Calculations. The defendant  
3 acknowledges that if the defendant requests or suggests in any manner a different sentence than what is  
4 called for under the advisory guideline range as determined by the Court, that will be considered a  
5 violation of the plea agreement. The government's remedies and remaining obligations in this  
6 agreement shall be as outlined in paragraph II.E, above.

7 **VII. WAIVERS**

8 **A. Waiver of Constitutional Rights.**

9 The defendant understands that by pleading guilty she is waiving the following constitutional  
10 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to  
11 be assisted at trial by an attorney, who would be appointed if necessary; (d) to subpoena witnesses to  
12 testify on her behalf; (e) to confront and cross-examine witnesses against her; and (f) not to be  
13 compelled to incriminate herself.

14 **B. Waiver of Appeal and Collateral Attack.**

15 The defendant understands that the law gives a defendant a right to appeal its guilty plea,  
16 conviction, and sentence. The defendant agrees as part of her plea, however, to give up the right to  
17 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not  
18 exceed the statutory maximum for the offense to which she is pleading guilty.

19 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if  
20 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the  
21 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant  
22 understands that these circumstances occur infrequently and that in almost all cases this Agreement  
23 constitutes a complete waiver of all appellate rights.

24 In addition, regardless of the sentence the defendant receives, the defendant also gives up any  
25 right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any  
26 aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

27 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever  
28 attempts to vacate her plea, dismiss the underlying charges, or modify or set aside its sentence on any of

1 the counts to which she is pleading guilty, the government shall have the rights set forth in Section II.E  
2 herein.

3 **C. Waiver of Attorneys' Fees and Costs.**

4 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-  
5 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the  
6 investigation and prosecution of all charges in the above-captioned matter and of any related allegations  
7 (including without limitation any charges to be dismissed pursuant to this plea agreement and any  
8 charges previously dismissed).

9 **D. Impact of Plea on Defendant's Immigration Status.**

10 The defendant recognize that pleading guilty may have consequences with respect to her  
11 immigration status if she is not a citizen of the United States. Under federal law, a broad range of crimes  
12 are removable offenses, including the offense to which the defendant is pleading guilty.  
13 Removal and other immigration consequences are the subject of a separate proceeding, however, and  
14 defendant understands that no one, including her attorney or the district court, can predict to a certainty  
15 the effect of her conviction on her immigration status. Defendant nevertheless affirms that she wants to  
16 plead guilty regardless of any immigration consequences that her plea may entail, even if the  
17 consequence is her removal from the United States.

18 **VIII. ENTIRE PLEA AGREEMENT**

19 Other than this plea agreement, no agreement, understanding, promise, or condition between the  
20 government and the defendant exists, nor will such agreement, understanding, promise, or condition  
21 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and  
22 counsel for the United States.

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**IX. APPROVALS AND SIGNATURES**

**A. Defense Counsel**

I have read this plea agreement and have discussed it fully with my clients. The plea agreement accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to plead guilty as set forth in this plea agreement.

Dated: 6-28-18

  
RICHARD ALAN MOSS  
Attorney for Defendant

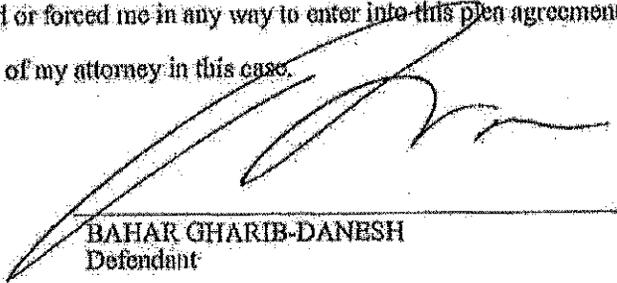
Dated: 7.3.18

  
DANIEL A. BACON,  
Attorney for Defendant

**B. Defendant:**

I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my case. No other promises or inducements have been made to me, other than those contained in this plea agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement. Finally, I am satisfied with the representation of my attorney in this case.

Dated:  
June 28, 2018

  
BAHAR GHARIB-DANESH  
Defendant

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**C. Attorney for United States:**

I accept and agree to this plea agreement on behalf of the government.

Dated: *July 5, 2018*

MCGREGOR W. SCOTT  
United States Attorney

*Mark J. McKeon*  
\_\_\_\_\_  
MARK J. McKEON  
Assistant United States Attorney

APPENDIX "A"

Factual Basis for Plea

Health Care Fraud was committed by N.E.. She was a chiropractor, practicing in Bakersfield.

N.E. improperly submitted claims for payment for medical-legal reports written by her, ML 102 and ML 103, under circumstances when her writing a medical-legal report and her billing for it were not authorized by California law. The following of proper procedures for writing and billing for medical-legal reports in a particular case was material to the decisions of the insurers on whether to pay the claims.

In furtherance of the scheme to defraud, N.E. submitted claims in the approximate aggregate amount of \$5,686.79 in connection with public plans or contracts affecting commerce under which medical benefits, items or services were provided to any beneficiary, as set forth in Appendix "B" below.

N.E. acted at all times willfully and with the intent to defraud.

Defendant GHARIB-DANESH aided, counseled, commanded, induced or procured N.E. with respect to at least one element of health care fraud, that is GHARIB-DANESH directed her staff to forward to a third-party billing agency the superbills provided by N.E. for the purpose of preparing CME 1500 forms for N.E. Defendant GHARIB-DANESH acted before the crime was completed, that is, before the claims were submitted. Defendant GHARIB-DANESH was aware of a high probability that claims submitted by her for N.E. were false and she deliberately avoided learning and/or recklessly disregarded the truth that the bills fraudulently claimed payment for medical-legal reports using codes ML 102 and ML 103.

APPENDIX "B"

Insurance Company	Aggregate Claims Amount
State Compensation Insurance Fund	\$ 2,806.34
Zenith Insurance Company	\$ 2,068.49
Employers Compensation Insurance Company	\$ 811.96
<b>Total</b>	<b>\$ 5,686.89</b>

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**U.S. District Court  
Eastern District of California - Live System (Fresno)  
CRIMINAL DOCKET FOR CASE #: 1:15-cr-00179-LJO-SKO-1**

Case title: USA v. Gharib-Danesh et al

Date Filed: 07/02/2015

Date Terminated: 10/01/2018

Assigned to: District Judge Lawrence J.  
O'Neill  
Referred to: Magistrate Judge Sheila K.  
Oberto

**Defendant (1)****Bahar Gharib-Danesh***D.C**TERMINATED: 10/01/2018**also known as***Bahar Gharib***TERMINATED: 10/01/2018**also known as***Bahar Danesh***TERMINATED: 10/01/2018**also known as***Bahar Danesh-Gharib***TERMINATED: 10/01/2018**also known as***Bahar Danesh Gharib***TERMINATED: 10/01/2018*represented by **Richard Alan Moss**

Moss Law Group

255 South Marengo Avenue

Pasadena, CA 91101

(626) 796-7400

Fax: (626) 796-7789

Email: [rmoss@rmosslaw.com](mailto:rmoss@rmosslaw.com)**LEAD ATTORNEY****ATTORNEY TO BE NOTICED****Daniel Alex Bacon**

2445 Capitol Street

Suite 160A

Fresno, CA 93721

559-412-4420

Fax: 559-233-4333

Email: [dbaconlaw@aol.com](mailto:dbaconlaw@aol.com)**ATTORNEY TO BE NOTICED***Designation: Retained***Jerry B. Marshak**

Moss Law Group

255 S. Marengo Avenue

Pasadena, CA 91101

626-796-7400

Fax: 626-796-7789

Email: [jmarshak@rmosslaw.com](mailto:jmarshak@rmosslaw.com)**ATTORNEY TO BE NOTICED****William Charles Fleming , Jr.**

Moss Law Group

255 South Marengo Avenue

Pasadena, CA 91101

(626) 796-7400  
Fax: (626) 796-7789  
Email: wfleming@rmosslaw.com  
*ATTORNEY TO BE NOTICED*

**Pending Counts**

CONSPIRACY TO COMMIT  
HEALTH CARE FRAUD  
(1)  
HEALTH CARE FRAUD  
(2-16)  
Aiding and Abetting Health Care Fraud  
(2s)

**Disposition**

DISMISSED  
  
DISMISSED  
  
PROBATION; 36 Months. Special  
Assessment \$100. Fine \$5,000.

**Highest Offense Level (Opening)**

Felony

**Terminated Counts**

None

**Disposition**

**Highest Offense Level (Terminated)**

None

**Complaints**

None

**Disposition**

**Plaintiff**

USA

represented by **Mark Joseph McKeon**  
United States Attorney's Office  
2500 Tulare Street  
Suite 4401  
Fresno, CA 93721  
559-497-4048  
Fax: 559-497-4099  
Email: mark.mckeon@usdoj.gov  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*  
*Designation: Assistant US Attorney*

**Patrick R Delahunty , GOVT**  
United States Attorney's Office  
2500 Tulare Street, Suite 4000  
Fresno, CA 93721

559-497-4047  
 Fax: 559-497-4099  
 Email: patrick.delahunty@usdoj.gov  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**  
 Designation: Assistant US Attorney

**Fresno Forfeiture Unit**  
 United States Attorney's Office  
 2500 Tulare Street  
 Suite 4401  
 Fresno, CA 93721  
 559-497-4000  
 Email: usacae.ecffrsfor@usdoj.gov  
**ATTORNEY TO BE NOTICED**  
 Designation: Assistant US Attorney

Date Filed	#	Docket Text
07/02/2015	<u>1</u>	INDICTMENT as to Bahar Gharib-Danesh (1) count(s) 1, 2-16, Na Young Eoh (2) count(s) 1, 2-16, John Thomas Terrence (3) count(s) 1, 2-16. (Attachments: # <u>1</u> T. Bill) (Lundstrom, T) (Entered: 07/02/2015)
07/02/2015	<u>2</u>	ORDER to SEAL CASE signed by Magistrate Judge Sheila K. Oberto on 7/2/2015 as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence. CASE SEALED. (Lundstrom, T) (Entered: 07/02/2015)
07/09/2015	<u>6</u>	MOTION and Order to UNSEAL Indictment, by USA as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence. (Hellings, J) (Entered: 07/09/2015)
07/09/2015	<u>7</u>	ORDER to UNSEAL Indictment, signed by Magistrate Judge Gary S. Austin on 7/9/15 as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence. (Hellings, J) (Entered: 07/09/2015)
07/13/2015	<u>14</u>	NOTICE of ATTORNEY APPEARANCE: Richard Alan Moss appearing for Bahar Gharib-Danesh. Attorney Moss, Richard Alan added. (Moss, Richard) (Entered: 07/13/2015)
07/13/2015	<u>15</u>	NOTICE of ATTORNEY APPEARANCE: William Charles Fleming, Jr appearing for Bahar Gharib-Danesh. Attorney Fleming, William Charles added. (Fleming, William) (Entered: 07/13/2015)
07/13/2015	<u>16</u>	NOTICE of ATTORNEY APPEARANCE: Jerry B. Marshak appearing for Bahar Gharib-Danesh. Attorney Marshak, Jerry B. added. (Marshak, Jerry) (Entered: 07/13/2015)
07/15/2015	<u>22</u>	TRANSFER DOCUMENTS RECEIVED from Central District of California re Rule 5(c)(3) as to Bahar Gharib-Danesh. # <u>1</u> Unredacted Affidavit of Surety (Robles, S). (Entered: 07/15/2015)
07/15/2015	<u>23</u>	

		STIPULATION and PROPOSED ORDER for Continue Initial Appearance In This District of Defendant Bahar Gharib-Danesh by USA. (McKeon, Mark) (Entered: 07/15/2015)
07/16/2015	<u>24</u>	STIPULATION REGARDING Excludable Time Periods Under Speedy Trial Act; FINDINGS and ORDER as to Bahar Gharib-Danesh (1), Signed by Magistrate Judge Sheila K. Oberto on 7/16/2015. The Status Conference previously set for 7/24/2015 is CONTINUED to 8/17/2015 at 01:00 PM in Courtroom 7 before Magistrate Judge Sheila K. Oberto. Time is excluded under the Speedy Trial Act for the reasons set forth on the record. The Court finds that good cause exists and that the ends of justice outweigh the interest of the public and the defendant in a speedy trial. XT Start: 7/24/2015, Stop: 8/17/2015. (Arellano, S.) (Entered: 07/16/2015)
08/17/2015	30	MINUTES (Text Only) for proceedings before Magistrate Judge Sheila K. Oberto: ARRAIGNMENT AND PLEA re Indictment as to Bahar Gharib-Danesh (1), Count 1,2-16, held on 8/17/2015. Defendant advised of charges/rights; waived reading/advisement; NOT GUILTY PLEA ENTERED. Discovery (initial discovery received)/reciprocal discovery requested - so ordered. FIRST STATUS CONFERENCE held on 8/17/2015 as to Bahar Gharib-Danesh (1). The government advised the Court that the bulk of the discovery has been provided, with supplemental to be forthcoming, with a disk with an Excel index. <b><u>SECOND STATUS CONFERENCE set set for 11/30/2015 at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto.</u></b> (Excludable time XT Start: 8/17/2015 Stop: 11/30/2015) Time is to be excluded under the Speedy Trial Act in that good cause exists and that the ends of justice outweigh the interest of the public and the defendant in a speedy trial. For the reasons set forth on the record, the continuance requested is granted for good cause and the Court finds the ends of justice outweigh the interest of the public and the defendant in a speedy trial. Government Counsel: Mark McKeon present. Defense Counsel: Richard Moss and Jerry Marshak on behalf of Bahar Gharib-Danesh present. Custody Status: O/R (defendant present). Court Reporter/CD Number: Karen Hooven. (Rooney, M) (Entered: 08/24/2015)
09/01/2015	<u>32</u>	NOTICE of ATTORNEY APPEARANCE: Leodis Clyde Matthews on behalf of John Thomas Terrence. Attorney Matthews, Leodis Clyde added. (Matthews, Leodis) (Entered: 09/01/2015)
11/17/2015	<u>33</u>	STIPULATION and PROPOSED ORDER for Continuance of Second Status Conference and Regarding Excludable Time Periods by Bahar Gharib-Danesh. (Moss, Richard) (Entered: 11/17/2015)
11/18/2015	<u>34</u>	STIPULATION and <b>ORDER</b> as to Bahar Gharib-Danesh, Na Young Eoh and John Thomas Terrence to CONTINUE SECOND STATUS CONFERENCE. The Status Conference currently set for 11/30/2015, is <b>CONTINUED to 2/16/2016, at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto.</b> Time shall be excluded. Order signed by Magistrate Judge Sheila K. Oberto on 11/17/2015. (Timken, A) (Entered: 11/18/2015)
02/11/2016	<u>36</u>	

		STIPULATION and PROPOSED ORDER for Continuance of Second Status Conference & Re Excludable Time Periods by Bahar Gharib-Danesh. (Moss, Richard) (Entered: 02/11/2016)
02/12/2016	<u>37</u>	STIPULATION and <b>ORDER</b> to CONTINUE Second Status Conference as to Bahar Gharib-Danesh, Na Young Eoh AND John Thomas Terrence. The Status Conference currently set for 2/16/2016, is <b>CONTINUED to 4/4/2016, at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto</b> . Time shall be excluded. Order signed by Magistrate Judge Sheila K. Oberto on 2/12/2016. (Timken, A) (Entered: 02/12/2016)
03/29/2016	<u>38</u>	WAIVER of PERSONAL APPEARANCE by Bahar Gharib-Danesh. (Marshak, Jerry) (Entered: 03/29/2016)
03/31/2016	<u>41</u>	ORDER on Waiver of Defendant's Presence. Defendant Bahar Gharib-Danesh's appearance is hereby waived for all proceedings permitted under Rule 43 of the Federal Rules of Criminal Procedure. Order signed by Magistrate Judge Sheila K. Oberto on 3/31/2016. (Timken, A) (Entered: 03/31/2016)
04/04/2016	<u>44</u>	MINUTES (Text Only) for proceedings before Magistrate Judge Barbara A. McAuliffe on 4/4/2016: 2nd STATUS CONFERENCE as to Bahar Gharib-Danesh (1), Na Young Eoh (2), John Thomas Terrence (3) - held. Atty Bateman - over 80,000 pages of discovery, still reviewing; won't be able to set any trial date soon. Govt - in plea negotiations, <i>Complex case, voluminous discovery</i> . ALL parties request another status conference and waived excludable time - So Ordered, 18 USC 3161. <b><u>3rd STATUS CONFERENCE &amp; Set a Trial Date is set for 8/15/2016 at 01:00 PM in Courtroom 7 (SKO) before Magistrate Judge Sheila K. Oberto</u></b> . Atty Bacon notes that Atty Moss did not give him any dates in August to continue a status conference too. Excludable started as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence: XT Start: 4/4/2016 Stop: 8/15/2016. Time is to be excluded under the Speedy Trial Act in that good cause exists and that the ends of justice outweigh the interest of the public and the defendant in a speedy trial. For the reasons set forth on the record, the continuance requested is granted for good cause and the Court finds the ends of justice outweigh the interest of the public and the defendant in a speedy trial. Government Counsel: Mark McKeon - present. Defense Counsel: Dan Bacon for Richard Moss re Dft 1; Janet Bateman re Dft 2 and Leodis Matthews re Dft 3 - present. Custody Status: ALL O/R - No appearance, each has a RL 43 waiver. Court Reporter/CD Number: ECRO - Esther Valdez. (Herman, H) (Entered: 04/05/2016)
08/11/2016	<u>45</u>	MINUTE ORDER: <b>***TEXT ENTRY ONLY***</b> Counsel are directed to meet and confer and select a mutually convenient date for trial to be discussed at the hearing set for August 15, 2016. Minute order signed by Magistrate Judge Sheila K. Oberto on 8/11/2016. (Timken, A) (Entered: 08/11/2016)
08/15/2016	<u>46</u>	MINUTES (Text Only) for proceedings before Magistrate Judge Sheila K. Oberto: STATUS CONFERENCE as to Bahar Gharib-Danesh, Na Young Eoh and John Thomas Terrence held on 8/15/2016. Attorney Marshak stated he is still reviewing discovery and discussing settlement. The parties agree to a trial in the summer of 2017 and anticipate the trial to go 3 weeks. <b>Jury Trial set for 8/15/2017, at 08:30 AM in Courtroom 4 (LJO) before Chief Judge</b>

		<b>Lawrence J. O'Neill.</b> The Court sets a further <b>Status Conference on 11/7/2016, at 01:00 PM in Courtroom 3 before Magistrate Judge Sheila K. Oberto.</b> <i>If the parties no longer feel the status conference is necessary, they may stipulate to vacate.</i> Time is excluded under the Speedy Trial Act for the reasons set forth on the record. The Court finds that good cause exists and that the ends of justice outweigh the interest of the public and the defendant in a speedy trial. XT Start: 8/15/2016 Stop: 8/15/2017. Government Counsel: M. McKeon present. Defense Counsel: R. Moss and J. Marshak for defendant Gharib-Danesh; J. Bateman for defendant Eoh; L. Matthews for defendant Terrence present. Custody Status: O/R - defendant Gharib-Danesh (PRESENT); defendants Eoh and Terrence - Not Present (WAIVERS). Court Reporter/CD Number: ECRO / O. Rosales. (Timken, A) (Entered: 08/16/2016)
11/02/2016	<u>47</u>	STIPULATION and PROPOSED ORDER for Vacating the Status Conference by Na Young Eoh. (Price, Jerome) (Entered: 11/02/2016)
11/04/2016	<u>48</u>	STIPULATION and <b>ORDER</b> to VACATE STATUS CONFERENCE as to Bahar Gharib-Danesh, Na Young Eoh and John Thomas Terrence. Pursuant to the parties' Stipulation, the November 7, 2016, status conference is hereby vacated. Order signed by Magistrate Judge Sheila K. Oberto on 11/4/2016. (Timken, A) (Entered: 11/04/2016)
01/30/2017	<u>49</u>	ASSOCIATION of ATTORNEY in the case of Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence. Attorney Daniel Alex Bacon for Bahar Gharib-Danesh added. (Bacon, Daniel) (Entered: 01/30/2017)
06/29/2017	<u>51</u>	PRETRIAL ORDER signed by Chief Judge Lawrence J. O'Neill on June 28, 2017 as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence. (Munoz, I) (Entered: 06/29/2017)
07/07/2017	<u>52</u>	STIPULATION and PROPOSED ORDER for Continuance of Trial Date by Bahar Gharib-Danesh. (Moss, Richard) (Entered: 07/07/2017)
07/07/2017	<u>53</u>	STIPULATION and ORDER as to Bahar Gharib-Danesh, Na Young Eoh, John Thomas Terrence signed by Chief Judge Lawrence J. O'Neill on July 7, 2017. Jury Trial currently set for 8/15/2017 has been CONTINUED to 8/14/2018 at 08:30 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill. (Munoz, I) (Entered: 07/07/2017)
04/27/2018	<u>54</u>	ARREST WARRANT RETURNED Executed on 7/9/2015 as to Bahar Gharib-Danesh. (Hellings, J) (Entered: 04/27/2018)
06/29/2018	61	MINUTE ORDER (TEXT ENTRY ONLY) Change of Plea Hearing as to defendant BAHAR GHARIB-DANESH set for 7/9/2018 at 11:00 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill signed by Chief Judge Lawrence J. O'Neill on June 29, 2018. (Munoz, I) (Entered: 06/29/2018)
07/05/2018	<u>62</u>	PLEA AGREEMENT as to Bahar Gharib-Danesh. (McKeon, Mark) (Entered: 07/05/2018)
07/05/2018	<u>63</u>	SUPERSEDING INFORMATION (Felony) as to Bahar Gharib-Danesh (1) count(s) 2s, Pain Free Diagnostics, Inc. (4) count(s) 1. (Marrujo, C) (Entered: 07/06/2018)

07/09/2018	<u>65</u>	MINUTES (Text Only) for proceedings before Chief Judge Lawrence J. O'Neill: CHANGE of PLEA HEARING as to Bahar Gharib-Danesh held on 7/9/2018. Arraignment on the Superseding Information: True name, waive reading. Waiver of Indictment filed forthwith. Bahar Gharib-Danesh (1) entered GUILTY PLEA on Count 2 of the Superseding Information. Sentencing set for 10/1/2018 at 11:00 AM in Courtroom 4 (LJO) before Chief Judge Lawrence J. O'Neill. Jury Trial currently set for 8/14/2018 is VACATED as to defendant Bahar Gharib-Danesh ONLY. Government Counsel: Mark McKeon present. Defense Counsel: Daniel Bacon, Richard Moss present. Custody Status: BOND. Court Reporter/CD Number: Peggy Crawford. (Munoz, I) (Entered: 07/10/2018)
07/10/2018	<u>67</u>	ORDER on Waiver of Indictment as to Bahar Gharib-Danesh, signed by Chief Judge Lawrence J. O'Neill on 6/28/2018. (Hellings, J) (Entered: 07/10/2018)
08/20/2018	<u>79</u>	<i>(TO BE VIEWED BY ASSIGNED COUNSEL ONLY)</i> DISCLOSED PRESENTENCE INVESTIGATION REPORT (DRAFT) as to Bahar Gharib-Danesh. Informal objections shall not be submitted via CM/ECF and shall be in compliance with the sentencing schedule and pursuant to Local Rule 460. (Attachments: # <u>1</u> Character Reference Letters)(Una'Dia, T) (Entered: 08/20/2018)
09/04/2018	<u>82</u>	<i>(TO BE VIEWED BY ASSIGNED COUNSEL ONLY)</i> DISCLOSED PRESENTENCE INVESTIGATION REPORT (REVISED DRAFT) as to Bahar Gharib-Danesh. Informal objections shall not be submitted via CM/ECF and shall be in compliance with the sentencing schedule and pursuant to Local Rule 460. (Una'Dia, T) (Entered: 09/04/2018)
09/10/2018	<u>86</u>	SENTENCING PRESENTENCE INVESTIGATION REPORT (FINAL) as to Bahar Gharib-Danesh. (Attachments: # <u>1</u> Response, # <u>2</u> Objection Letter, # <u>3</u> Character Reference Letters)(Una'Dia, T) (Entered: 09/10/2018)
09/13/2018	<u>90</u>	ORDER on Joint 88 Motion for the Deposit of Funds into the Court's Registry ; Defendant Pain Free Management shall PAY, prior to its scheduled appearance for sentencing, \$1,200,000.00 to the Clerk, United States District Court, via a cashiers check or money order, signed by Chief Judge Lawrence J. O'Neill on 9/13/18. (Martin-Gill, S) (Entered: 09/13/2018)
09/27/2018		RECEIPT number #CAE100040366 \$1,200,000.00 fbo Pain Free Diagnostics Inc by Pain Free Management on 9/27/2018. (Lundstrom, T) (Entered: 09/27/2018)
10/01/2018	101	MINUTES (Text Only) for proceedings before Chief Judge Lawrence J. O'Neill: SENTENCING held on 10/1/2018 for Bahar Gharib-Danesh (1) Count 2 Superseding Information PROBATION: 36 Months with conditions. Mandatory drug testing suspended. Special Assessment \$100. Fine \$5,000. USA Motion to Dismiss Indictment-GRANTED. Appeal Rights waived. The Court will GRANT the defendant's request of probation as ordered the change to one year instead of three years, but it will remain three years until fine is paid in full. DEFENDANT TERMINATED. Government Counsel: Mark McKeon present. Defense Counsel: Daniel Bacon, Richard Moss present.

Custody Status: BOND. Court Reporter/CD Number: Tammi Sumpter. (Munoz, I) (Entered: 10/02/2018)
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<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
10/02/2018 20:29:11			
<b>PACER Login:</b>	Odlegal94612:2536794:0	<b>Client Code:</b>	AFU
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	1:15-cr-00179-LJO-SKO
<b>Billable Pages:</b>	5	<b>Cost:</b>	0.50