

FILED  
APR 25 2019  
CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
BY *RIA* DEPUTY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
SHANNON MOORE DEVANE,  
  
Defendant.

Case No. *19cr1420-BAS*

INFORMATION

Title 18, United States Code,  
Section 371 - Conspiracy

The United States charges:

COUNT 1  
CONSPIRACY

18 U.S.C. § 371

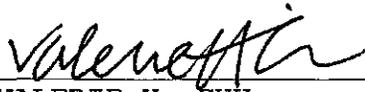
Beginning no later than March 2014 and continuing through at least August 2015, within the Southern District of California and elsewhere, defendant SHANNON MOORE DEVANE did knowingly and intentionally conspire with PAUL TURLEY, MUNIR UWAYDAH, WENDEE LUKE, STEVEN RIGLER (all charged elsewhere) and others to use facilities in interstate commerce with the intent to promote, manage, establish, carry on, distribute the proceeds of, and facilitate the promotion, management, establishment, carrying on, and distribution of the proceeds of an unlawful activity, that is, bribery in violation of California Labor Code Sections 139.3, 139.32, and 3215, California Business and Professions Code Section 650, and California Insurance Code Section 750, and thereafter, performed and

1 attempted to perform an act to promote, manage, establish, carry on,  
2 distribute the proceeds of, and facilitate the promotion, management,  
3 establishment, carrying on, and distribute the proceeds of said unlawful  
4 activity, in violation of Title 18, United States Code, Sections  
5 1952(a)(1)(A), (a)(3)(A), and (2), and that, as an overt act in  
6 furtherance of the conspiracy, defendant SHANNON MOORE DEVANE delivered  
7 \$10,000 in cash to Dr. Steven Rigler in a parking lot on or about April  
8 23, 2015.

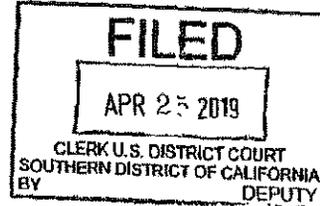
9 All in violation of Title 18, United States Code, Section 371.

ROBERT S. BREWER, JR.  
United States Attorney

10 DATED: 4/17/2019

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12 VALERIE H. CHU  
13 Assistant U.S. Attorney  
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1 ROBERT S. BREWER, JR.  
 United States Attorney  
 2 VALERIE H. CHU  
 Assistant United States Attorney  
 California Bar No. 241709  
 3 CAROLINE P. HAN  
 Assistant United States Attorney  
 California Bar No. 250301  
 4 Federal Office Building  
 880 Front Street, Room 6293  
 5 San Diego, California 92101-8893  
 6  
 7 Attorneys for United States of America



8 UNITED STATES DISTRICT COURT  
 9 SOUTHERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,	Case No. 19cr1420-BAS.
11 Plaintiff,	
12 v.	<u>PLEA AGREEMENT</u>
13 <sup>rec-</sup> SHANNON MOORE DEVANE,	
14 Defendant.	

16 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA,  
 17 through its counsel, Adam L. Braverman, United States Attorney, and Fred  
 18 Sheppard, Valerie H. Chu and Caroline P. Han, Assistant United States  
 19 Attorneys, and defendant SHANNON MOORE DEVANE, with the advice and  
 consent of Anthony Colombo, counsel for defendant, as follows:

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 Plea Agreement Def. Initials SD

I

THE PLEA

1  
2 1. This agreement is intended to bind the following parties:

3 a. Defendant SHANNON MOORE DEVANE;

4 b. The United States Attorney's Office ("USAO") as to the instant  
5 case in the United States District Court for the Southern  
6 District of California (hereinafter "the federal case"); and

7 c. The San Diego County District Attorney's Office ("SDCDAO") as  
8 to Criminal Case Number CD276470 currently pending in the  
9 Superior Court of California, County of San Diego (hereinafter  
"the state case").

10 2. This plea agreement cannot bind any other federal, state or  
11 local prosecuting, administrative, or regulatory authorities, although  
12 the JSAO or SDCDAO will bring this plea agreement to the attention of  
13 other authorities if requested by Defendant.

14 3. This plea agreement is part of a "package" disposition. For  
15 Defendant to receive the benefits of this agreement, Defendant must  
16 agree to a separate plea agreement with the USAO and SDCDAO in each  
17 federal and state case no later than February 28, 2019, unless another  
date is agreed upon by the parties.

18 4. With regards to the federal case, Defendant agrees to waive  
19 Indictment and plead guilty to an Information charging Conspiracy to  
20 Violate the Travel Act, in violation of 18 U.S.C. § 371.

21 5. In exchange for Defendant's guilty plea in the federal case,  
22 the USAO agrees to not prosecute Defendant thereafter for conduct set  
23 forth in the factual basis of this agreement unless either Defendant  
24 breaches the plea agreement or the guilty pleas entered pursuant to this  
25 plea agreement are set aside for any reason. Defendant expressly waives  
all constitutional and statutory defenses to the initiation of any  
charges not brought pursuant to this agreement.

26 6. With regards to the state case, Defendant agrees to plead  
27 guilty to the following charges in the following case:

1 a. Case Number CD276470, People v. Luke, et al.: Count 1,  
2 unlawfully offer, deliver, receive and accept compensation  
3 for referral of patients in violation of Labor Code Section  
4 3215, and Count 15, unlawfully conceal an event affecting an  
5 insurance claim, in violation of California penal Code  
6 Section 550(b)(3). The combined maximum penalty for both  
7 counts is 5 years, 8 months in prison and a fine of \$60,000.

6 7. In exchange for Defendant's plea to the above-referenced  
7 counts in the state case, the SDCDAO agrees to dismiss the remaining  
8 counts against her with a waiver pursuant to People v. Harvey, 25 Cal.3d  
9 754 (1979). The SDCDAO further agrees to recommend that Defendant be  
10 sentenced to no more than the sentence imposed by the federal judge in  
11 the federal case, but in no event more than five years in prison, to be  
12 served concurrently with her sentence in the federal case, and that she  
13 receive the standard restitution fine, and that the court order full  
14 restitution. Copies of the written and signed plea agreement in the  
15 state court case are incorporated herein.

16 II

17 NATURE OF THE OFFENSE

18 A. FEDERAL CASE: ELEMENTS EXPLAINED

19 Defendant understands that the offense to which Defendant are  
20 pleading guilty has the following elements:

21 Conspiracy [18 U.S.C. § 371]

- 22 1. There was an agreement between two or more persons to  
23 violate the Travel Act; and  
24 2. The defendant entered into the agreement knowing of at  
25 least one of its objects and intending to help accomplish  
26 it.  
27 3. One of the members of the conspiracy performed at least  
28 one overt act for the purpose of carrying out the  
conspiracy

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1 Travel Act Violation [18 U.S.C. §1952(a)(1)(A), (a)(3)(A)]

- 2 1. The defendant used facility in interstate or foreign  
3 commerce, to wit: a cellular telephone, with the intent  
4 to facilitate the distribution of proceeds of, or  
5 promotion, management, establishment, or carrying on of  
6 commercial bribery; and  
7 2. After doing so the defendant made payments of United  
8 States Currency in order to further the commercial  
9 bribery scheme.

10 B. FEDERAL CASE FACTUAL BASIS: ELEMENTS UNDERSTOOD AND ADMITTED

11 Defendant has fully discussed the facts of the federal case and the  
12 state case with defense counsel. Defendant has committed each of the  
13 elements of Conspiracy to Violate the Travel Act, in violation of 18  
14 U.S.C. § 371, and admits that there is a factual basis for the guilty  
15 plea in the federal case. Specifically, Defendant admits:

16 1. Defendant Shannon Moore Devare worked as an office manager in  
17 the healthcare industry for many years throughout California, including  
18 in Los Angeles, Orange, Riverside, Kern, Imperial, and San Diego  
19 counties, and the Central District of California and Southern District  
20 of California, and admits that she facilitated and aided and abetted  
21 activities constituting conspiracy, violations of the Travel Act,  
22 honest services fraud, and health care fraud, including those described  
23 herein.

24 2. A purpose of the conspiracy was to fraudulently obtain money  
25 from California Workers' Compensation System ("CWCS") insurers by  
26 submitting, or causing to be submitted, claims for ancillary procedures  
27 that were secured through a pattern of bribes to physicians and  
28 attorneys, in exchange for the referral of patients to particular  
providers of ancillary medical procedures, in violation of the  
physicians' fiduciary duty to their patients, and concealing from  
insurers the bribes that rendered the claims unpayable under California  
law.

3. Defendant worked directly with [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] companies that performed and billed insurance companies for providing ancillary services for workers' compensation patients, such as pain management treatments, medications, compound creams, and orthopedic consultations.

4. Defendant and [REDACTED] offered to pay monetary kickbacks for the referral of Dr. Steven Rigler's patients for pain management treatments and the prescription of medications and compound creams.

5. Defendant made or caused to be made payments from [REDACTED] to other health care providers, in order to ensure a steady stream of referrals in exchange for the payment of kickbacks.

6. Defendant made or caused to be made kickbacks to applicant attorneys, or their designees, for the referral of patients.

7. Defendant utilized a facility in interstate commerce, that is, a cellular telephone, to arrange for payments that constitute commercial bribery under state law, including by exchanging text messages with Dr. Rigler.

8. From approximately March 6, 2014 through August 18, 2015, Defendant and [REDACTED] conspired to pay 12 kickback checks totaling \$70,000 to be paid in exchange for patient referrals from Dr. Rigler. The checks were paid by Defendant and [REDACTED] to Dr. Rigler on or about the following dates in the following amounts in violation of California Labor Code 3215, which Defendant agrees constitutes commercial bribery under California state law and overt acts of the conspiracy:

- 1) March 6, 2014: \$5,000
- 2) August 8, 2014: \$5,000
- 3) September 8, 2014: \$5,000
- 4) October 10, 2014: \$5,000
- 5) November 7, 2014: \$5,000

1 6) January 13, 2015: \$5,000

2 7) March 4, 2015: \$5,000

3 8) April 15, 2015: \$5,000

4 9) May 14, 2015: \$7,500

5 10) June 12, 2015: \$7,500

6 11) August 18, 2015: \$7,500

7 12) October 21, 2015: \$7,500

8 9. On April 23, 2015, at the direction of [REDACTED]

9 [REDACTED] Defendant delivered \$10,000 in cash to Dr. Rigler in a  
10 McDonald's parking lot as compensation for toxicology referrals.

11 10. In addition, Defendant agrees and admits that the intended  
12 loss encompassed by the total criminal conduct totaled between \$250,000  
13 and \$550,000.

14 C. STATE CASE: ELEMENTS EXPLAINED

15 Defendant understands that the offenses to which she is pleading  
16 guilty in the state case have the following elements:

17 Unlawfully Conceal an Event Affecting an Insurance Claim

18 [California Penal Code, Section 550(b)(3)]

- 19 1. Defendant did, knowingly assist, or conspire with  
20 another, to conceal or fail to disclose the occurrence  
21 of an event;
- 22 2. That affects any person's right or entitlement to an  
23 insurance benefit or payment, or amount of benefit or  
24 payment; and
- 25 3. With the specific intent to defraud.

26 Unlawfully Accept Compensation for Referral of Patients

27 (California Labor Code, Section 3215

- 28 1. Defendant acting individually, or through his employees  
or agents offered or delivered consideration to another;
2. The consideration was to provide compensation for patient  
referrals;

1 3. The patient referrals were to perform and/or obtain  
2 services or benefits under the Workers' Compensation  
3 Insurance Program; and

4 4. When she offered or delivered consideration, she knew or  
5 reasonably should have known the consideration was  
6 compensation for patient referrals.

7 D. STATE CASES FACTUAL BASES: ELEMENTS UNDERSTOOD AND ADMITTED

8 Defendant has fully discussed the facts of the state cases with  
9 defense counsel. Defendant has committed each of the elements of  
10 unlawfully concealing an event affecting an insurance claim, in  
11 violation of California Penal Code, Section 550(b)(3) and unlawfully  
12 receiving and accepting compensation for referral of patients in  
13 violation of California Labor Code Section 3215, and admits that there  
14 is a factual basis for the guilty plea in the state case. In addition  
15 to the above federal factual basis, which is incorporated herein,  
16 Defendant admits the following facts are also true and undisputed:

17 As to Count 1, on or about March 6, 2014 Defendant Shannon Moore  
18 Devane and [REDACTED] did offer and deliver a \$5,000 check from  
19 Firstline Health, Inc. to Dr. Steven Rigler as compensation for the  
20 referral of patients to obtain services or benefits pursuant to the  
21 California Workers' Compensation law, in violation of California Labor  
22 Code, Section 3215.

23 As to Count 15, on or about, and between January 1, 2014 and August  
24 30, 2015, Moore and [REDACTED] did unlawfully conceal and knowingly  
25 fail to disclose the occurrence of, and knowingly assist and conspire  
26 with another person to conceal and knowingly fail to disclose the  
27 occurrence of, an event that affected a person's initial and continued  
28 right and entitlement to an insurance benefit and payment, and the  
amount of a benefit and payment to which the person was entitled (AIG  
Insurance - prescription drug benefits), in violation of California  
Penal Code Section 550(b)(3) by concealing the payment of kickbacks for  
these patients.

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III

PENALTIES

A. FEDERAL CASE

Defendant understands that Conspiracy to Violate the Travel Act, in violation of 18 U.S.C. § 371, to which Defendant is pleading guilty in the federal case carries the following penalties:

- A. a maximum five years in prison;
- B. a maximum \$250,000 fine;
- C. a mandatory special assessment of \$100 per count; and
- D. a term of supervised release of up to three years. Defendant understands that failure to comply with any of the conditions of supervised release may result in revocation of supervised release, requiring defendant to serve in prison, upon any such revocation, all or part of the statutory maximum term of supervised release for the offense that resulted in such term of supervised release.

IV

DEFENDANT'S WAIVER OF TRIAL RIGHTS IN FEDERAL CASE

Defendants understand that this guilty plea waives the right to:

- A. Continue to plead not guilty and require the Government to prove the elements of the crime beyond a reasonable doubt;
- B. A speedy and public trial by jury;
- C. The assistance of counsel at all stages of trial;
- D. Confront and cross-examine adverse witnesses;
- E. Testify and present evidence and to have witnesses testify on behalf of defendant; and,
- F. Not testify or have any adverse inferences drawn from the failure to testify.

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Filed Pursuant to

V

DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE  
PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION

The USAO and SDCDAO represent that any information establishing the factual innocence of Defendant known to the undersigned prosecutors in this case has been turned over to Defendant. The USAO and SDCDAO will continue to provide such information establishing the factual innocence of Defendant.

Defendant understands that if this case proceeded to trial, the USAO and SDCDAO would be required to provide impeachment information relating to any informants or other witnesses. In addition, if Defendant raised an affirmative defense, the USAO and SDCDAO would be required to provide information in its possession that supports such a defense. Defendant acknowledges, however, that by pleading guilty, Defendant will not be provided this information, if any, and Defendant also waives the right to this information. Finally, Defendant agrees not to attempt to withdraw the guilty plea or to file a collateral attack based on the existence of this information.

VI

DEFENDANT'S REPRESENTATION THAT GUILTY  
FLEAS ARE KNOWING AND VOLUNTARY

Defendant represent that:

- A. Defendant has had a full opportunity to discuss all the facts and circumstances of this case with defense counsel and have a clear understanding of the charges and the consequences of this plea. Defendant understands that, by pleading guilty, Defendant may be giving up, and rendered ineligible to receive, valuable government benefits and civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant further understands that the conviction in this case may subject defendant to various collateral consequences, including but not limited to deportation, removal or other

Eles [unclear]

1 adverse immigration consequences; revocation of probation,  
2 parole, or supervised release in another case; debarment from  
3 government contracting; and suspension or revocation of a  
4 professional license, as well as civil and administrative  
5 liability, none of which will serve as grounds to withdraw  
6 defendant's guilty plea.

7 B. No one has made any promises or offered any rewards in  
8 return for this guilty plea, other than those contained in  
9 this agreement or otherwise disclosed to the Court.

10 C. No one has threatened Defendant's family to induce this  
11 guilty plea.

12 D. Defendant is pleading guilty because in truth and in fact the  
13 Defendant is guilty and for no other reason.

14 VII

15 APPLICABILITY OF SENTENCING GUIDELINES

16 Defendant understands the sentence imposed will be based on the  
17 factors set forth in 18 U.S.C. § 3553(a). Defendant understands further  
18 that in imposing the sentence, the sentencing judge must consult the  
19 United States Sentencing Guidelines (Guidelines) and take them into  
20 account. Defendant has discussed the Guidelines with defense counsel  
21 and understand that the Guidelines are only advisory, not mandatory, and  
22 the Court may impose a sentence more severe or less severe than otherwise  
23 applicable under the Guidelines, up to the maximum in the statute of  
24 conviction. Defendant understands further that the sentence cannot be  
25 determined until a presentence report has been prepared by the U.S.  
26 Probation Office and both defense counsel and the USAO have had an  
27 opportunity to review and challenge the presentence report. Nothing in  
28 this plea agreement shall be construed as limiting the USAO's duty to  
provide complete and accurate facts to the district court and the U.S.  
Probation Office.

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Plea Agreement

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VIII

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). Defendant understands that the sentence is within the sole discretion of the sentencing judge. The USAO has not made and will not make any representation as to what sentence the Defendant will receive. Defendant understands that the sentencing judge may impose the maximum sentence provided by statute, and is also aware that any estimate of the probable sentence by defense counsel is a prediction, not a promise, and is not binding on the Court. Likewise, the recommendation made by the USAO is not binding on the Court, and it is uncertain at this time what Defendant's sentence will be. Defendant also has been advised and understands that if the sentencing judge does not follow any of the parties' sentencing recommendations, Defendant nevertheless has no right to withdraw her pleas.

IX

PARTIES' SENTENCING RECOMMENDATIONS

A. SENTENCING GUIDELINE CALCULATIONS

Although the parties understand that the Guidelines are only advisory and just one of the factors the Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly recommend the following Base Offense Level, Specific Offense Characteristics, Adjustments and Departures:

- |  |     |
|--|-----|
| 1. Base Offense Level [§ 2B1.1]            | 6   |
| 2. Intended loss more than \$250,000       | +12 |
| [§ 2B1.1(b)(1)(J)]                         |     |
| 3. Sophisticated Means [§ 2B1.1(b)(10)(C)] | +2  |
| 4. Minor Role                              | -2  |
| 5. Acceptance of Responsibility [§ 3E1.1]  | -3  |

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1           B. ACCEPTANCE OF RESPONSIBILITY

2           Notwithstanding paragraph A above, the USAO will not be obligated  
3 to recommend any adjustment for Acceptance of Responsibility under  
4 U.S.S.G. §§ 3E1.1 if Defendant engages in conduct inconsistent with  
5 acceptance of responsibility including, but not limited to, the  
6 following:

- 7           1. Fails to truthfully admit a complete factual basis as  
8           stated in the plea at the time the plea is entered, or  
9           falsely denies, or makes a statement inconsistent  
10           with, the factual basis set forth in this agreement;  
11           2. Falsely denies prior criminal conduct or convictions;  
12           3. Is untruthful with the Government, the Court or  
13           probation officer;  
14           4. Materially breaches this plea agreement in any way; or  
15           5. Contests or assists any third party in contesting the  
16           forfeiture of property(ies) seized in connection with  
17           this case.

18           C. FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS  
19           INCLUDING THOSE UNDER 18 U.S.C. § 3553

20           The parties agree that the Defendant may request or recommend  
21 additional downward adjustments, departures, including criminal history  
22 departures under USSG § 4A1.3, or sentence reductions under 18 U.S.C. §  
23 3553. The USAO may oppose any downward adjustments, departures and  
24 sentence reductions not set forth in Section IX, paragraph A above.

25           D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

26           The parties have no agreement as to Defendant's Criminal History  
27 Category.

28           E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

          The parties agree that the facts in the "factual basis" section of  
this agreement as to both the federal case and the state cases are true,  
and may be considered as "relevant conduct" under USSG § 1B1.3 and as  
the nature and circumstances of the offense under 18 U.S.C. § 3553(a)(1).

1 F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

2 The parties agree that the USAO will recommend that Defendant be  
3 sentenced at the low end of the advisory guideline range calculated  
4 above.

4 G. SPECIAL ASSESSMENT/FINE/RESTITUTION/FORFEITURE

5 1. Special Assessment

6 The parties will jointly recommend that Defendant pay a special  
7 assessment in the amount of \$100.00 in the federal case to be paid  
8 forthwith at the time of sentencing. The special assessments shall be  
9 paid through the office of the Clerk of the District Court by bank or  
10 cashier's check or money order made payable to the "Clerk, United States  
11 District Court."

11 2. Restitution

12 The parties do not recommend imposition of a restitution order in  
13 the federal case in light of the difficulty of determining the  
14 individualized loss amounts suffered by each victim due to Defendant's  
15 conduct. See 18 USC § 3553A(c)(3)(B). However, any agreement as to  
16 restitution herein applies only to the federal case and not the state  
17 case. Defendant understands that restitution may be ordered in the  
18 state case pursuant to Defendant's guilty plea in the state case.

18 3. Fine

19 The parties do not recommend imposition of a fine upon Defendant  
20 due to her limited financial prospects and because the cost of  
21 collection, even taking into account the Inmate Responsibility Program,  
22 likely would exceed the amounts that could reasonably be expected to be  
23 collected.

23 H. SUPERVISED RELEASE

24 If the Court imposes a term of supervised release, the parties  
25 agree that Defendant will not seek to reduce or terminate early the term  
26 of supervised release until she has served 2/3 of her period of  
27 Supervised Release.

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Pls. Attorney

X

DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

A. WAIVER OF RIGHT TO APPEAL CONVICTION

In exchange for the concessions by the USAO and SDCDAO in the federal and state cases in this plea agreement, Defendant waives, to the full extent of the law, any right to appeal the convictions, sentence, and restitution orders in both the federal and state cases.

B. WAIVER OF RIGHT TO COLLATERAL ATTACK

Defendant waives, to the full extent of the law, any right to collaterally attack the conviction, sentence, and any restitution order, except for a post-conviction collateral attack based on a claim of ineffective assistance of counsel.

C. OBJECTIONS TO UNITED STATES' RECOMMENDATION

If Defendant believes the recommendation by the USAO or SDCDAO is not in accord with this plea agreement, Defendant will object at the time of sentencing; otherwise the objection will be deemed waived.

XI

BREACH OF THE PLEA AGREEMENT

A. MATERIAL BREACH OF PLEA AGREEMENT

Defendant acknowledges, understands, and agrees that if Defendant violates or fails to perform any of her obligations under this agreement, such violation or failure to perform will constitute a material breach of this agreement.

Defendant acknowledges, understands, and agrees further that the following non-exhaustive list of conduct by Defendant unquestionably constitutes a material breach of this plea agreement:

1. Failing to plead guilty pursuant to this agreement;
2. Withdrawing the guilty plea or attempting to withdraw the guilty plea;
3. Failing to fully accept responsibility as established in Section IX, paragraph B, above;
4. Failing to appear in court;

- 1 5. Failing to abide by any lawful court order related to  
2 this case;  
3 6. Appealing or collaterally attacking the sentence or  
4 conviction in violation of Section X of this plea  
5 agreement; or  
6 7. Engaging in additional criminal conduct from the time of  
7 signing this agreement until the time of sentencing.

8 B. CONSEQUENCES OF BREACH

9 In the event of a material breach by Defendant of this plea  
10 agreement, Defendant will not be able to enforce any of its provisions,  
11 and the USAO and SDCDAO will be relieved of all obligations under this  
12 plea agreement. For example, the USAO or SDCDAO may pursue any charges  
13 including those that were dismissed, promised to be dismissed, or not  
14 filed as a result of this agreement. Defendant agrees that any statute  
15 of limitations relating to such charges is tolled as of the date of this  
16 agreement; Defendant also waives any double jeopardy defense to such  
17 charges. In addition, the USAO or SDCDAO may move to set aside the  
18 Defendant's guilty pleas. Defendant may not withdraw her guilty pleas  
19 based on the pursuit of remedies for her breach by the USAO or SDCDAO.

20 XII

21 COMPLETE WAIVER OF PLEA-DISCUSSION EXCLUSION RIGHTS

22 If Defendant breaches the plea agreement or the guilty pleas entered  
23 pursuant to this plea agreement are set aside for any reason, Defendant  
24 agrees that: (i) the stipulated factual basis statements in this  
25 agreement; (ii) any statements made by the Defendant, under oath, at the  
26 guilty plea hearings in federal and state court; and (iii) any evidence  
27 derived from such statements, are admissible against Defendant in the  
28 prosecution's case-in-chief and at any other stage of the proceedings  
in any prosecution of or action against Defendant on the current charges  
and/or any other charges that the USAO and SDCDAO may pursue against the  
Defendant. Additionally, Defendant voluntarily, and intelligently

Plea Agreement

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Def. Initials 80

1 waives any argument under the United States Constitution, any statute,  
2 Federal Rule of Evidence 410, Federal Rule of Criminal Procedure 11(f),  
3 and/or any other federal or California rule, that these statements or  
4 any evidence derived from these statements should be suppressed or are  
5 inadmissible. The waiver of the aforementioned rights by Defendant is  
6 effective as soon as the parties sign this agreement, and is not  
7 contingent upon a federal or state court ultimately accepting  
8 Defendant's guilty pleas.

8 XIII

9 ENTIRE AGREEMENT

10 The plea agreements in the state case, which is incorporated herein,  
11 together with the plea agreement in the federal case embody the entire  
12 agreement between the parties and supersede any other agreement, written  
13 or oral.

14 XIV

15 MODIFICATION OF AGREEMENT MUST BE IN WRITING

16 No modification of this plea agreement shall be effective unless  
17 in writing signed by all parties.

18 XV

19 DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

20 By signing this agreement, Defendant certify that the Defendant has  
21 read it. Defendant has discussed the terms of this agreement with  
22 defense counsel and fully understands its meaning and effect.

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Plea Agreement

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Def. Initials

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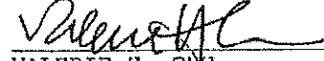
XVI

DEFENDANT SATISFIED WITH COUNSEL

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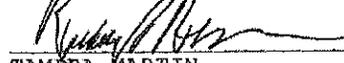
Defendant has consulted with counsel and is satisfied with counsel's representation. This is the independent opinion of Defendant, and defense counsel did not advise Defendant about what to say in this regard.

ROBERT S. BREWER, JR.  
United States Attorney

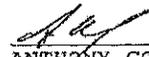
  
VALERIE H. CHU  
Assistant U.S. Attorney

2/26/2019  
DATED

SUMMER STEPHAN  
San Diego County District Attorney

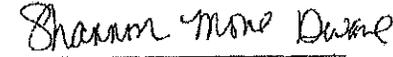
  
TAMARA MARTIN  
RENEE PALERMO  
JOHN PHILPOTT  
Deputy District Attorney

4/12/19  
DATED

  
ANTHONY COLOMBO  
Counsel for SHANNON MOORE DEVANE

2/6/19  
DATED

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE.

  
SHANNON MOORE DEVANE  
Defendant

2/20/19  
DATED

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

UNITED STATES OF AMERICA,

Plaintiff,

V.

SHANNON DEE-MOORE

DEVANE (1),

Defendant.

Criminal Case No. 19CR1420-BAS

ORDER

No objections having been filed, **IT IS ORDERED** that the Findings and Recommendation of the Magistrate Judge are adopted and this Court accepts Defendant's plea of guilty to Count One (1) of the Information.

Dated: May 13, 2019



Hon. Cynthia Bashant  
United States District Judge

RELATED,SEALDC

**U.S. District Court  
Southern District of California (San Diego)  
CRIMINAL DOCKET FOR CASE #: 3:19-cr-01420-BAS-1**

Case title: USA v. Devane

Date Filed: 04/25/2019

Assigned to: Judge Cynthia Bashant

**Defendant (1)**

**Shannon Dee-Moore Devane**

represented by **Anthony Edward Colombo , Jr**  
Law Office of Anthony E Colombo Jr  
105 West F Street  
3rd Floor  
San Diego, CA 92101  
(619)236-1704  
Fax: (619)236-1852  
Email:  
anthonycolombolegal@gmail.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*  
*Designation: CJA Appointment*

**Pending Counts**

18:371 - Conspiracy  
(1)

**Disposition**

**Highest Offense Level (Opening)**

Felony

**Terminated Counts**

None

**Disposition**

**Highest Offense Level (Terminated)**

None

**Complaints**

None

**Disposition**

**Plaintiff**

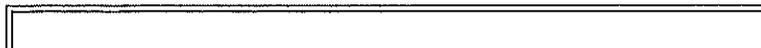
USA

represented by **Valerie Chu**

U S Attorneys Office Southern District  
of California  
Criminal Division  
880 Front Street  
Room 6293  
San Diego, CA 92101  
(619) 546-6750  
Fax: (619) 546-0450  
Email: Valerie.Chu@usdoj.gov  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*  
*Designation: Assistant United States*  
*Attorney*

<b>Date Filed</b>	<b>#</b>	<b>Docket Text</b>
04/25/2019	<u>1</u>	INFORMATION as to Shannon Dee-Moore Devane (1) count(s) 1. (rla) (Entered: 04/25/2019)
04/25/2019	<u>2</u>	WAIVER OF INDICTMENT by Shannon Dee-Moore Devane (rla) (Entered: 04/25/2019)
04/25/2019	<u>3</u>	NOTICE OF RELATED CASE(S) by Shannon Dee-Moore Devane of case(s) 15cr2821-BAS. (rla) (Entered: 04/25/2019)
04/25/2019		Surrender of Shannon Dee-Moore Devane (no document attached) (rla) (Entered: 04/25/2019)
04/25/2019	4	***English. No Interpreter needed as to Shannon Dee-Moore Devane (no document attached) (rla) (Entered: 04/25/2019)
04/25/2019	5	Minute Entry for proceedings held before Magistrate Judge Mitchell D. Dembin: Initial Appearance as to Shannon Dee-Moore Devane held on 4/25/2019. Defendant states true name to be Shannon Dee-Moore Devane. Bond set as to Shannon Dee-Moore Devane (1) O/R. Arraignment on Information as to Shannon Dee-Moore Devane (1) Count 1 held on 4/25/2019. Not Guilty plea entered., Change of Plea Hearing as to Shannon Dee-Moore Devane held on 4/25/2019. Plea entered by Shannon Dee-Moore Devane (1) Count 1. Plea Tendered by Shannon Dee-Moore Devane Guilty on counts 1 of the Information. Excludable(s) started as to Shannon Dee-Moore Devane: XT from 4/25/19 to 7/15/19. PSR Ordered; ( Sentence With PSR set for 7/15/2019 09:00 AM before Judge Cynthia Bashant.) Court orders the plea agreement to be filed under seal. The government is ordered to submit a redacted plea agreement for the court's docket. Should a request for transcript be submitted for today's court proceedings by someone other than appointed defense counsel, the assigned AUSA or Judge Bashant the matter will be directed to Magistrate Judge Dembin for determination. (CD# 4/25/2019 MDD19-10:55-11:16). (Plaintiff Attorney Valerie Chu, AUSA). (Defendant Attorney Anthony Colombo, CJA). (Pretrial

		Services Jovana Mederos). (rla) Modified on 4/25/2019 (rla). (Entered: 04/25/2019)
04/25/2019	<u>6</u>	ORDER Setting Conditions of Release. Defendant Shannon Dee-Moore Devane (1) is released on personal recognizance. Signed by Magistrate Judge Mitchell D. Dembin on 4/25/2019. (jah) (Entered: 04/26/2019)
04/25/2019	<u>7</u>	ABSTRACT OF ORDER Releasing Shannon Dee-Moore Devane re <u>6</u> Order Setting Conditions of Release (Pretrial Release Order). Defendant appeared in Court, fingerprinted and released. (jah) (mdc) (Entered: 04/26/2019)
04/25/2019	<u>9</u>	CONSENT TO RULE 11 PLEA before Magistrate Judge Mitchell D. Dembin by Shannon Dee-Moore Devane. (jah) (Entered: 04/26/2019)
04/25/2019	<u>10</u>	FINDINGS AND RECOMMENDATION of the Magistrate Judge upon a Tendered Plea of Guilty as to Shannon Dee-Moore Devane: Recommending that the district judge accept the defendant's plea of guilty. Court excludes time from 4/25/2019 through 7/15/2019 pursuant to 18 USC 3161(h)(1)(G). Signed by Magistrate Judge Mitchell D. Dembin on 4/25/2019. (jah) (Entered: 04/26/2019)
04/25/2019	<u>11</u>	CJA 23 Financial Affidavit by Shannon Dee-Moore Devane. (jah) (Entered: 04/26/2019)
04/25/2019	<u>12</u>	REDACTED PLEA AGREEMENT as to Shannon Dee-Moore Devane. (Attachments: # <u>1</u> State Court Plea Agreement) (jah) (Entered: 05/02/2019)
05/13/2019	<u>13</u>	ORDER ACCEPTING GUILTY PLEA as to Count One (1) of the Information, as to Shannon Dee-Moore Devane, adopting <u>10</u> Findings and Recommendation. Signed by Judge Cynthia Bashant on 5/13/2019. (sxm) (Entered: 05/13/2019)
06/20/2019	<u>14</u>	MOTION to Continue <i>Sentencing Hearing Date</i> by Shannon Dee-Moore Devane. (Colombo, Anthony) (tcf). (Entered: 06/20/2019)
06/21/2019	<u>15</u>	ORDER granting <u>14</u> Joint Motion to Continue as to Shannon Dee-Moore Devane (1). Sentence With PSR set for 7/15/2019 at 9:00 AM is vacated and reset for 9/23/2019 09:00 AM in Courtroom 4B before Judge Cynthia Bashant. Signed by Judge Cynthia Bashant on 6/21/2019.(no document attached) (sxm) (Entered: 06/21/2019)
09/16/2019	<u>16</u>	Joint MOTION to Continue Sentencing Hearing by Shannon Dee-Moore Devane. (Attachments: # <u>1</u> Proof of Service)(Colombo, Anthony). (jah). (Entered: 09/16/2019)
09/17/2019	<u>17</u>	ORDER granting <u>16</u> Joint Motion to Continue as to Shannon Dee-Moore Devane (1). Sentence With PSR set for 9/23/2019 at 9:00 AM is vacated and reset for 1/13/2020 09:00 AM in Courtroom 4B before Judge Cynthia Bashant. Signed by Judge Cynthia Bashant on 9/17/2019.(no document attached) (sxm) (Entered: 09/17/2019)
09/17/2019	<u>18</u>	Acknowledgment of next court date by defendant Shannon Dee-Moore Devane to appear on 1/13/2020. (Colombo, Anthony). (jah). (Entered: 09/17/2019)



<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
10/02/2019 10:18:20			
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<b>Billable Pages:</b>	2	<b>Cost:</b>	0.20