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CENTRAL DIST. OF CALIF.
LOS ANGELES
BY

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

CR 11 01169

UNITED STATES OF AMERICA, Plaintiff, v. HEE JUNG MUN, aka "Angela Mun," Defendant.	CR I N F O R M A T I O N [18 U.S.C. § 1347: Health Care Fraud]

The United States Attorney charges:

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Information:

The Defendant

1. Defendant HEE JUNG MUN, also known as "Angela Mun" ("defendant MUN"), owned Greatcare Home Health, Inc. ("Greatcare"), a Medicare provider.

2. Defendant MUN was a Registered Nurse ("RN") who purported to provide in-home skilled nursing services to Medicare patients for Greatcare and who managed other Greatcare employees and co-schemers.

3. Between on or about May 1, 2008, and on or about April 30, 2011, Medicare paid approximately $5,144,277 to Greatcare for claims relating to home health services.

The Medicare Program

4. Medicare was a federal health care benefit program, affecting commerce, that provided benefits to individuals who were over the age of 65 or disabled. Medicare was administered by the Centers for Medicare and Medicaid Services, a federal agency under the United States Department of Health and Human Services.

5. Individuals who qualified for Medicare benefits were referred to as "beneficiaries" and were issued Medicare identification cards with unique Health Insurance Claim Numbers.

6. Persons and entities that provided medical services that were reimbursed by Medicare were called Medicare "providers."

7. To obtain payment from Medicare, a home health agency first had to apply for and obtain a provider number. By signing the provider application, the home health agency agreed to abide by Medicare rules and regulations, including the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), which, among other things, prohibits the payment of kickbacks or bribes for the referral of Medicare beneficiaries for any item or service for which payment may be made by the Medicare program.

8. Medicare reimbursed providers for certain types of medically necessary treatment, including home health services provided by qualified home health agencies.

9. Medicare coverage for home health services was limited

to situations in which specified qualifying conditions were met. These conditions included the following:

a. The Medicare beneficiary was confined to the home and did not have a willing care-giver to assist him or her;

b. The beneficiary needed skilled nursing services or physical or occupational therapy services;

c. The beneficiary was under the care of a qualified physician who established a written Plan of Care for the beneficiary, signed by the physician and an RN (or by a therapist if only therapy services were provided) from the home health agency;

d. Skilled nursing services were provided by or under the supervision of an RN in accordance with the plan of care; and

e. The skilled nursing services or physical or occupational therapy were medically necessary.

10. To determine the proper level of care for a particular beneficiary and the amount of payment, Medicare required home health agencies to perform an initial assessment of the patient's current health and living conditions, using a tool called the Outcome and Assessment Information Set ("OASIS").

11. Medicare required the initial assessment and OASIS form to be completed by an RN or a qualified therapist.

12. Medicare also required a home health agency to maintain a clinical record of services provided to each beneficiary, including signed and dated clinical and progress notes recording each home visit.

13. Medicare paid home health agencies based on a payment

system under which Medicare paid home health agencies for each sixty-day episode of services. The amount of the payment was based primarily on the severity of the beneficiary's health condition and care needs as represented by the OASIS data.

B. THE SCHEME TO DEFRAUD

14. Beginning on or about May 1, 2008, and continuing to on or about March 2, 2011, in Los Angeles County, within the Central District of California, and elsewhere, defendant MUN, together with others known and unknown to the United States Attorney, knowingly, willfully, and with intent to defraud, executed and attempted to execute a scheme and artifice: (a) to defraud a health care benefit program, namely Medicare, as to material matters in connection with the delivery of and payment for health care benefits, items, and services; and (b) to obtain money from Medicare by means of material false and fraudulent pretenses and representations and the concealment of material facts in connection with the delivery of and payment for health care benefits, items, and services.

15. The scheme operated, in substance, as follows:

a. Defendant MUN formed Greatcare and applied for and obtained a Medicare provider number for Greatcare.

b. Defendant MUN paid individuals ("marketers") to recruit Medicare beneficiaries for Greatcare. These payments ranged from $400 to $600 for each episode of home health services that Greatcare was able to bill to Medicare.

c. Defendant MUN also paid doctors between $100 and $300 in exchange for referrals of Medicare beneficiaries to Greatcare.

d. The marketers and doctors recruited and referred Medicare beneficiaries even though those beneficiaries did not need skilled nursing or therapy services.

e. Additionally, defendant MUN paid Medicare beneficiaries approximately $300 to induce them to sign up for home health services from Greatcare. Greatcare enrolled these beneficiaries even though they did not need skilled nursing or therapy services.

f. Defendant MUN concealed her payments to these marketers, doctors, and Medicare beneficiaries by making those payments in cash or through checks from her personal accounts, rather than Greatcare's business accounts.

g. Defendant MUN hired individuals who were licensed to provide nursing or therapy services to assist her in preparing fraudulent documents that purported to support Greatcare's provision of home health services to Medicare beneficiaries. In particular, defendant MUN and these other licensed employees acting at defendant MUN's instruction:

i. Prepared false OASIS forms for Medicare beneficiaries receiving home health services from Greatcare, making it appear as though the beneficiaries' medical condition and lack of willing caregivers made home health services medically necessary, when in fact they were not;

ii. Prepared OASIS forms that listed false or misleading diagnoses for the beneficiaries (including diagnoses that made the beneficiaries' conditions seem more severe than they in fact were); and

iii. Prepared skilled nursing notes containing

falsified information regarding the beneficiaries' conditions and falsely represented that patients had been visited by defendant MUN or other licensed employees, when in fact they had not.

h. Defendant MUN also hired individuals who she knew were not licensed to provide nursing or therapy services in California. Defendant MUN instructed these unlicensed individuals to visit Medicare beneficiaries and perform services for them, knowing that the unlicensed individuals were not qualified to perform skilled nursing services or physical therapy services and sometimes performed services different from those claimed to Medicare, including massages, for the beneficiaries. Defendant MUN then signed and directed licensed Greatcare employees to sign the skilled nursing notes as if the licensed employees had performed the services.

i. Defendant MUN maintained fraudulent documentation at Greatcare, including the OASIS forms and skilled nursing notes, that purported to support the home health claims for which Greatcare billed Medicare.

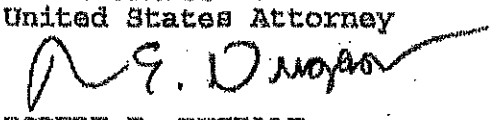
j. Defendant MUN caused Greatcare to submit claims to Medicare for home health services purportedly provided to Medicare beneficiaries who were not confined to their homes or otherwise did not qualify for or need home health services, who received services from unlicensed individuals, and/or who did not receive the services for which Medicare was billed.

k. Medicare paid Greatcare approximately $5,144,277 for these false and fraudulent claims for home health services between May 1, 2008, and April 30, 2011.

C. EXECUTION OF THE SCHEME TO DEFRAUD

16. On or about March 1, 2011, in Los Angeles County, within the Central District of California, and elsewhere, defendant MUN, together with others known and unknown to the United States Attorney, for the purpose of executing the scheme to defraud described above, knowingly and willfully submitted and caused to be submitted to Medicare a false and fraudulent claim (claim number 21106100396302CAR) for beneficiary S.H., for which Medicare paid Greatcare approximately $2,700.

ANDRÉ BIROTTE JR.
United States Attorney



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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. HEE JUNG MUN, aka "Angela Mun," Defendant.	CR No. CR 11 01169 PLEA AGREEMENT FOR DEFENDANT HEE JUNG MUN

1. This constitutes the plea agreement between HEE JUNG MUN, also known as "Angela Mun" ("defendant") and the United States Attorney's Office for the Central District of California ("the USAO") in the investigation of health care fraud in violation of Title 18, United States Code, Section 1347. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a) Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a single-count information in the form attached to this agreement as Exhibit A or a substantially similar form.

b) Not contest facts agreed to in this agreement.

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

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

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

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

g) Pay the applicable special assessment[s] at or before the time of sentencing unless defendant lacks the ability to pay and submits a completed financial statement (form OBD-500) to the USAO prior to sentencing.

h) Not seek the discharge of any restitution obligation, in whole or in part, in any present or future bankruptcy proceeding.

i) Allow funds previously seized in connection with

this matter in the amount of $1,298,407.17 to be applied by the Court to pay, in order of application, any restitution, special assessments, criminal fines, and costs that defendant is required to pay, and execute papers as necessary to accomplish this application.

3. Defendant further agrees:

a) Truthfully to disclose to law enforcement officials, at a date and time to be set by the USAO, the location of, defendant's ownership interest in, and all other information known to defendant about, all monies, properties, and/or assets of any kind, derived from or acquired as a result of, or used to facilitate the commission of, defendant's illegal activities, and to forfeit all right, title, and interest in and to such items, specifically including all right, title, and interest in and to all property and assets, including $1,298,407.17 seized by law enforcement officials on or about March 2, 2011, which defendant admits constitute the proceeds of defendant's illegal activity in violation of Title 18, United States Code, Section 1347.

b) To the Court's entry of an order of forfeiture at or before sentencing with respect to these assets and to the forfeiture of the assets.

c) To take whatever steps are necessary to pass to the United States clear title to the assets described above, including, without limitation, the execution of a consent decree of forfeiture and the completing of any other legal documents required for the transfer of title to the United States.

d) Not to contest any administrative forfeiture proceedings or civil judicial proceedings commenced against these

properties pursuant to Title 18, United States Code, Sections 981(a)(1)(A), (C), (b) and 984.

e) Not to assist any other individual in any effort falsely to contest the forfeiture of the assets described above.

f) Not to claim that reasonable cause to seize the assets was lacking.

g) To prevent the transfer, sale, destruction, or loss of any and all assets described above to the extent defendant has the ability to do so.

h) To fill out and deliver to the USAO a completed financial statement listing defendant's assets on a form provided by the USAO.

4. Defendant further agrees to cooperate fully with the USAO, the Federal Bureau of Investigation, and Department of Health and Human Services - Office of the Inspector General, and, as directed by the USAO, any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authority. This cooperation requires defendant to:

a) Respond truthfully and completely to all questions that may be put to defendant, whether in interviews, before a grand jury, or at any trial or other court proceeding.

b) Attend all meetings, grand jury sessions, trials or other proceedings at which defendant's presence is requested by the USAO or compelled by subpoena or court order.

c) Produce voluntarily all documents, records, or other tangible evidence relating to matters about which the USAO, or its designee, inquires.

5. For purposes of this agreement: (1) "Cooperation

Information" shall mean any statements made, or documents, records, tangible evidence, or other information provided, by defendant pursuant to defendant's cooperation under this agreement; and (2) "Plea Information" shall mean any statements made by defendant, under oath, at the guilty plea hearing and the agreed to factual basis statement in this agreement.

THE USAO'S OBLIGATIONS

6. The USAO agrees to:

a) Not contest facts agreed to in this agreement.

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

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

7. The USAO further agrees:

a) Not to offer as evidence in its case-in-chief in the above-captioned case or any other criminal prosecution that may be brought against defendant by the USAO, or in connection with any sentencing proceeding in any criminal case that may be brought against defendant by the USAO, any Cooperation Information. Defendant agrees, however, that the USAO may use both Cooperation Information and Plea Information: (1) to obtain and pursue leads to other evidence, which evidence may be used for any purpose, including any criminal prosecution of defendant;

(2) to cross-examine defendant should defendant testify, or to rebut any evidence offered, or argument or representation made, by defendant, defendant's counsel, or a witness called by defendant in any trial, sentencing hearing, or other court proceeding; and (3) in any criminal prosecution of defendant for false statement, obstruction of justice, or perjury.

b) Not to use Cooperation Information against defendant at sentencing for the purpose of determining the applicable guideline range, including the appropriateness of an upward departure, or the sentence to be imposed, and to recommend to the Court that Cooperation Information not be used in determining the applicable guideline range or the sentence to be imposed. Defendant understands, however, that Cooperation Information will be disclosed to the probation office and the Court, and that the Court may use Cooperation Information for the purposes set forth in U.S.S.G § 1B1.8(b) and for determining the sentence to be imposed.

c) In connection with defendant's sentencing, to bring to the Court's attention the nature and extent of defendant's cooperation.

d) If the USAO determines, in its exclusive judgment, that defendant has both complied with defendant's obligations under paragraphs 2, 3, and 4 above and provided substantial assistance to law enforcement in the prosecution or investigation of another ("substantial assistance"), to move the Court pursuant to U.S.S.G. § 5K1.1 to fix an offense level and corresponding guideline range below that otherwise dictated by the sentencing guidelines, and to recommend a term of imprisonment within this

reduced range.

DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

8. Defendant understands the following:

a) Any knowingly false or misleading statement by defendant will subject defendant to prosecution for false statement, obstruction of justice, and perjury and will constitute a breach by defendant of this agreement.

b) Nothing in this agreement requires the USAO or any other prosecuting, enforcement, administrative, or regulatory authority to accept any cooperation or assistance that defendant may offer, or to use it in any particular way.

c) Defendant cannot withdraw defendant's guilty plea if the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a reduced guideline range or if the USAO makes such a motion and the Court does not grant it or if the Court grants such a USAO motion but elects to sentence above the reduced range.

d) At this time the USAO makes no agreement or representation as to whether any cooperation that defendant has provided or intends to provide constitutes or will constitute substantial assistance. The decision whether defendant has provided substantial assistance will rest solely within the exclusive judgment of the USAO.

e) The USAO's determination whether defendant has provided substantial assistance will not depend in any way on whether the government prevails at any trial or court hearing in which defendant testifies or in which the government otherwise presents information resulting from defendant's cooperation.

NATURE OF THE OFFENSE

9. Defendant understands that for defendant to be guilty of the crime charged in the information's single count (violation of Title 18, United States Code, Section 1347), the following must be true: (1) defendant knowingly and willfully devised or participated in a scheme to defraud a health care benefit program; (2) the statements made or facts omitted as part of the scheme were material; (3) defendant acted with intent to defraud; and (4) the scheme involved the delivery of or payment for health care benefits, items, or services. Defendant admits that defendant is, in fact, guilty of this offense as described in information's single count.

PENALTIES AND RESTITUTION

10. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 1347, is 10 years imprisonment; a 3-year period of supervised release; a fine of $250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of $100.

11. Defendant understands that defendant will be required to pay full restitution to the victim(s) of the offense. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the amount of restitution is not restricted to the amounts alleged in the count to which defendant is pleading guilty and may include losses arising from all relevant conduct in connection with that count. The parties currently believe that the applicable amount of restitution is

approximately $5,144,277.54, but recognize and agree that this amount could change based on facts that come to the attention of the parties prior to sentencing.

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

13. Defendant understands that, by pleading guilty, defendant may be giving up valuable government benefits and valuable 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 understands that once the court accepts defendant's guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition. Defendant understands that the conviction in this case may also subject defendant to various other collateral consequences, including but not limited to mandatory exclusion from federal health care benefit programs for a minimum of five years, suspension or revocation of a professional license, and revocation of probation, parole, or supervised release in another case. Defendant understands that unanticipated collateral consequences will not serve as grounds to withdraw defendant's guilty plea.

14. Defendant understands that, if defendant is not a United States citizen, the felony conviction in this case may subject defendant to removal, also known as deportation, which may, under some circumstances, be mandatory. The court cannot, and defendant's attorney also may not be able to, advise defendant fully regarding the immigration consequences of the felony conviction in this case. Defendant understands that unexpected immigration consequences will not serve as grounds to withdraw defendant's guilty plea.

FACTUAL BASIS

15. Defendant and the USAO agree to the statement of facts provided below. Defendant and the USAO agree that this statement of facts is sufficient to support a plea of guilty to the charge described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 17 below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

Background

From in or around May 2008 through in or around March 2011, defendant, a registered nurse ("RN"), was the owner and operator of a home health agency called Greatcare Home Health, Inc. ("Greatcare"). During that time period, defendant enrolled Greatcare as a provider with Medicare, a federal health care benefit program that provides reimbursement for medically necessary services to persons age sixty-five years and older and to certain disabled persons. Greatcare purported to provide home health services, including skilled nursing services and physical

therapy treatments, to Medicare beneficiaries.

During the time period defendant owned and operated Greatcare, defendant knew the Medicare requirements for home health services, including the requirements that (a) the patient be confined to a home and lack a willing caregiver, (b) the patient has a medical need for the services, (c) the services must be provided by persons licensed within the state in which they are practicing to provide those services, (d) and the home health agency must maintain signed and dated clinical notes for each home visit that accurately detail the services provides on those visits. Defendant also knew that it was illegal to pay or receive kickbacks for the referral of patients for health services paid for by Medicare.

The Fraudulent Scheme

Beginning in or around May 2008 and continuing through on or about March 2, 2011, in Los Angeles County, within the Central District of California, defendant, together with others working at Greatcare, engaged in a scheme to defraud Medicare in which they (a) paid illegal kickbacks to doctors and marketers in exchange for their referrals of Medicare patients to Greatcare, (b) paid illegal kickbacks to patients to induce them to sign up for home health services, (c) billed Medicare for patients who were not homebound or otherwise did not qualify for home health services, (d) billed Medicare for services that were provided by unlicensed nurses, (e) used false and exaggerated patient diagnoses to generate higher Medicare reimbursement, and (f) created false medical records to support false claims Greatcare submitted to Medicare.

Defendant obtained Medicare beneficiaries for Greatcare by paying doctors and marketers anywhere from $100 to $300 per 60-day episode of service for each Medicare beneficiary they referred to Greatcare. Defendant also obtained Medicare beneficiary information by paying patients approximately $300 to induce them to sign up with Greatcare for home health services. Defendant paid the majority of these marketers, doctors, and patients in cash or in checks from her personal bank account in an effort to conceal the illegal kickbacks.

As defendant knew, many of those Medicare beneficiaries referred by the marketers and doctors and paid by defendant did not need skilled nursing or physical therapy services. Defendant hired employees who were licensed to provide nursing and physical therapy services in order to fill out and sign off on fraudulent Outcome and Assessment Information Set ("OASIS") forms for Greatcare patients. The OASIS form is part of an initial assessment conducted by a registered nurse for all Medicare patients receiving home health services and is used in determining Medicare reimbursement. The severity of the beneficiary's health condition and care needs as indicated on the OASIS form affected the level of Medicare reimbursement to the provider. On Greatcare's OASIS forms, defendant and Greatcare employees acting at defendant's instruction falsely claimed that patients were unable or unwilling to administer their own medication and required skilled nursing services. On those OASIS forms, defendant and her co-schemers also entered diagnoses that defendant knew the patients did not have and which were different from the diagnoses reflected on the doctors' orders for home

health services. The false statements made by defendant and other Greatcare employees at her instruction were material, in that Medicare relied upon the information from the OASIS forms about the severity of the patient's condition and necessity for home health services in determining Greatcare's reimbursement.

Though defendant assigned Greatcare patients to herself and licensed Greatcare employees to conduct home health visits, defendant knew that neither she nor these other licensed employees conducted the majority of those visits. As defendant knew, some of these visits were not conducted by anyone, while others were conducted, at defendant's instruction, by two individuals whom defendant hired to make home visits to Medicare beneficiaries knowing that the individuals lacked nursing or physical therapy licenses in California. Defendant and her licensed co-schemers at Greatcare signed skilled nursing notes falsely claiming they had visited patients they in fact had not visited. These false statements made by defendant and other Greatcare employees at defendant's instruction were material, in that Medicare required Greatcare to maintain accurate and detailed skilled nursing notes to support the services for which Greatcare billed Medicare.

At defendant's direction, Greatcare submitted claims to Medicare for beneficiaries who were recruited by the payment of illegal kickbacks and who did not medically need the services billed and often did not receive them or received them from unlicensed individuals. Defendant knowingly and willfully submitted these fraudulent claims in order to deceive Medicare and to obtain payments of Medicare money to which she was not

entitled. These fraudulent claims were material in that they induced Medicare to reimburse Greatcare for services it had allegedly provided.

Execution of the Scheme to Defraud

On or about March 1, 2011, in furtherance of the scheme to defraud Medicare, defendant knowingly, willfully, and with the intent to defraud Medicare caused Greatcare to submit a false claim to Medicare for skilled nursing services purportedly provided by Greatcare to Medicare beneficiary S.H. between November 24, 2010, and December 3, 2010. At the time, defendant knew that beneficiary S.H. did not medically need home health services. Defendant caused Greatcare to bill the claim for S.H. to Medicare using a diagnosis (acute bronchitis) that was different from and more severe than the diagnosis indicated on the referring doctor's order for home health (dehydration). Defendant paid a total of $600 in illegal kickbacks to beneficiary S.H. to induce S.H. to sign up for multiple episodes of care with Greatcare, and had paid $300 in illegal kickbacks to an employee of the referring doctor in exchange for the doctor's referral of S.H. to Greatcare. Medicare paid Greatcare $2,700.60 on this false claim.

Obstruction

In or around March 2011, defendant assisted a doctor to whom she had previously paid illegal kickbacks in creating patient files for Medicare beneficiaries the doctor had referred to Greatcare. Defendant provided the doctor with Greatcare billing data and false information about the patients' medical conditions to help the doctor fabricate patient files that would support

Greatcare's claims for payment. Defendant also instructed at least two other Greatcare employees to enter beneficiary information into the files and to obtain signatures from Medicare beneficiaries for the files. Defendant provided the Greatcare billing data and falsified information knowing and intending for it to be used to create fraudulent patient files purportedly supporting patient referrals made to Greatcare that would then be submitted to federal agents.

Loss to Medicare

The loss to Medicare from defendant's scheme was approximately $5,144,277.54.

SENTENCING FACTORS

16. Defendant understands that in determining defendant's sentence the Court is required to consider the factors set forth in 18 U.S.C. § 3553(a)(1)-(7), including the kinds of sentence and sentencing range established under the Sentencing Guidelines. Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

17. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level	:	6	[U.S.S.G. § 2B1.1(a)(1)]
Loss Amount Between $2.5 Million and $7 Million	:	+18	[U.S.S.G. § 2B1.1(b)(1)(J)]

Obstruction : +2 [U.S.S.G. § 3C1.1]

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. Specifically, the government reserves the right to argue for enhancements for aggravated role under U.S.S.G. § 3B1.1(a) and abuse of a position of trust under U.S.S.G. § 3C1.1.

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

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

WAIVER OF CONSTITUTIONAL RIGHTS

20. Defendant understands that by pleading guilty, defendant gives up the following rights:

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

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

c) The right to the assistance of an attorney at trial, including the right to have the Court appoint an attorney to represent defendant at trial. Defendant understands, however, that, despite defendant's guilty plea, defendant retains the right to be represented by an attorney -- and, if necessary, to have the Court appoint an attorney if defendant cannot afford one -- at every other stage of the proceeding.

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

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

f) The right to testify on defendant's own behalf and present evidence in opposition to the charges, including calling witnesses and subpoenaing those witnesses to testify.

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

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

WAIVER OF APPEAL OF CONVICTION

21. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea were involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

22. Defendant agrees that, provided the Court imposes a total term of imprisonment on all counts of conviction of no more than 108 months, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the court, provided it is within the statutory maximum; (d) the amount and terms of any restitution order, provided it requires payment of no more than $5,144,277.54; (e) the term of probation or supervised release imposed by the Court, provided it is within

the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the standard conditions set forth in General Orders 318, 01-05, and/or 05-02 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

23. The USAO agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above and (b) the Court imposes a term of imprisonment of no less than 87 months, the USAO gives up its right to appeal any portion of the sentence, with the exception that the USAO reserves the right to appeal the amount of restitution ordered if that amount is less than $5,144,277.54.

RESULT OF WITHDRAWAL OF GUILTY PLEA

24. Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement, including in particular its obligations regarding the use of Cooperation Information; (b) in any investigation, criminal prosecution, or civil, administrative, or regulatory action, defendant agrees that any Cooperation Information and any evidence derived from any Cooperation Information shall be admissible against defendant, and defendant will not assert, and hereby waives and gives up, any claim under the United States Constitution, any statute, or any federal rule, that any Cooperation Information or

any evidence derived from any Cooperation Information should be suppressed or is inadmissible

EFFECTIVE DATE OF AGREEMENT

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

BREACH OF AGREEMENT

26. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. For example, if defendant knowingly, in an interview, before a grand jury, or at trial, falsely accuses another person of criminal conduct or falsely minimizes defendant's own role, or the role of another, in criminal conduct, defendant will have breached this agreement. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then:

(a) If defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea.

(b) The USAO will be relieved of all its obligations under this agreement; in particular, the USAO: (i) will no longer

be bound by any agreements concerning sentencing and will be free to seek any sentence up to the statutory maximum for the crime to which defendant has pleaded guilty; and (ii) will no longer be bound by any agreement regarding the use of Cooperation Information and will be free to use any Cooperation Information in any way in any investigation, criminal prosecution, or civil, administrative, or regulatory action.

c) The USAO will be free to criminally prosecute defendant for false statement, obstruction of justice, and perjury based on any knowingly false or misleading statement by defendant.

d) In any investigation, criminal prosecution, or civil, administrative, or regulatory action: (i) defendant will not assert, and hereby waives and gives up, any claim that any Cooperation Information was obtained in violation of the Fifth Amendment privilege against compelled self-incrimination; and (ii) defendant agrees that any Cooperation Information and any Plea Information, as well as any evidence derived from any Cooperation Information or any Plea Information, shall be admissible against defendant, and defendant will not assert, and hereby waives and gives up, any claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that any Cooperation Information, any Plea Information, or any evidence derived from any Cooperation Information or any Plea Information should be suppressed or is inadmissible.

COURT AND PROBATION OFFICE NOT PARTIES

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

28. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations, and ©) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations are not error, although each party agrees to maintain its view that the calculations in paragraph 17 are consistent with the facts of this case. While this paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

29. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain bound to fulfill all defendant's obligations under this agreement. Defendant understands that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a

binding prediction or promise regarding the sentence defendant will receive, except that it will be within the statutory maximum.

NO ADDITIONAL AGREEMENTS

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

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

ANDRÉ BIROTTE JR.
United States Attorney

KRISTEN A. WILLIAMS — Date 12/2/11
Assistant United States Attorney

HEE JUNG MUN — Date 12/01/11
Defendant

ANDREW PLIER — Date 12-1-11
Attorney for Defendant
HEE JUNG MUN

CERTIFICATION OF DEFENDANT

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

HEE JUNG MUN
Defendant

12/01/11
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

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

12-1-11

ANDREW FLIER
Attorney for Defendant
HEE JUNG MUN

Date

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CRIMINAL MINUTES -- CHANGE OF PLEA

Case No. CR 11-01169 DDP Date: January 11, 2012

==========

PRESENT: HONORABLE DEAN D. PREGERSON, JUDGE

John A. Chambers Courtroom Deputy	Maria Bustillos Court Reporter	Kristen A. Williams Asst. U.S. Attorney

==========

U.S.A. vs (Dfts listed below)	Attorneys for Defendants
1) HEE JUNG MUN present on bond	1) Andrew Reed Flier present retained

PROCEEDINGS: **PLEA**

Court and counsel confer re the plea of Guilty. Defendant moves to plea Guilty to the Information. Defendant now enters a plea of Guilty to the Single Count Information. The Court questions the defendant regarding the plea of Guilty and finds a factual and legal basis for the plea; waivers of constitutional rights are freely, voluntarily and intelligently made; plea is provident; plea is accepted and entered.

The Court refers the defendant to the Probation Office for the preparation of a presentence report and continues the matter to October 1, 2012 at 1:30 p.m., for sentencing. The Court vacates the court and/or jury trial date.

Counsel are notified that Federal Rule of Criminal Procedure 32(b)(6)(B) requires the parties to notify the Probation Officer, and each other, of any objections to the Presentence Report within fourteen (14) days of receipt. Alternatively, the Court will permit counsel to file such objections no later than twenty-one (21) days before Sentencing. The Court construes "objections" to include departure arguments. Requests for continuances shall be filed no later than twenty-one (21) days before Sentencing. Strict compliance with the above is mandatory because untimely filings impede the abilities of the Probation Office and of the Court to prepare for Sentencing. Failure to meet these deadlines is grounds for sanctions.

cc: P. O. & P. S. A. L. A.

Initials of Deputy Clerk: JAC

United States District Court
Central District of California

UNITED STATES OF AMERICA vs. **Docket No.** **CR 11-01169 DDP**

Defendant HEE JUNG MUN **Social Security No.** [redacted] (Last 4 digits)

akas: Angela Mun; Moniker: Angela

JUDGMENT AND PROBATION/COMMITMENT ORDER

In the presence of the attorney for the government, the defendant appeared in person

MONTH	DAY	YEAR
July	28	2014

COUNSEL [ ] Andrew Reed Flier, retained.
(Name of Counsel)

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

FINDING There being a finding/verdict of **GUILTY,** defendant has been convicted as charged of the offense(s) of:
18 U.S.C. §1347: Health Care Fraud as charged in the Single Count Information.

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

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Hee Jung Mun, is hereby committed on the Single Count Information to the custody of the Bureau of Prisons to be imprisoned for a term of 57 months.

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

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

2. During the period of community supervision the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment;

3. The defendant shall not be employed in any position that requires licensing and/or certification by any local, state or federal agency without prior approval of the Probation Officer;

4. The defendant shall cooperate in the collection of a DNA sample from the defendant; and

5. The defendant shall apply all monies received from income tax refunds, lottery winnings, inheritance, judgements and any anticipated or unexpected financial gains to the outstanding court-ordered financial obligation.

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

RESTITUTION: It is ordered that the defendant shall pay restitution pursuant to 18 U.S.C. § 3663 (A). Defendant shall pay restitution in the total amount of $ 5,144,277.54 to victims as set forth in a separate victim list prepared by the probation office which this Court adopts and which reflects the Court's determination of the amount of restitution due to each victim. The victim list, which shall be forwarded to the fiscal section of the clerk's office, shall remain confidential to protect the privacy interests of the victims.

Restitution shall be due during the period of imprisonment, at the rate of not less than $25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program. If any amount of the restitution remains unpaid after release from custody, nominal monthly payments of at least 10% of defendant's gross monthly income, but not less than $100, whichever is greater, during the period of supervised release and shall begin 30 days after the commencement of supervision. Nominal restitution payments are ordered as the court finds that the defendant's economic circumstances do not allow for either immediate or future payment of the amount ordered.

The amount of restitution ordered shall be paid as set forth in the confidential victim list.

The defendant shall be held jointly and severally liable with the co-participants Ji Hae Kim, docket number CR 11-01082-DDP; Seonweon Kim, docket number CR 12-00009-DDP; Jung Sook Lee, docket number CR 12-00015-DDP; Hwa Ja Kim, docket number CR 12-00059-DDP; Whan Sil Kim, docket number CR 12-00572-DDP; Yeong Ja Lee, docket number CR 12-397-DDP; and Sang Whan Ahn, docket number CR 12-588-DDP, to the extent and for the amount that each is determined liable for the same victim losses. The victim's recovery is limited to the amount of its loss and the defendant's liability for restitution ceases if and when the victim receives full restitution.

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

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

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

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

SENTENCING FACTORS: The sentence is based upon the factors set forth in 18 U.S.C. § 3553, including the applicable sentencing range set forth in the guidelines.

The Court RECOMMENDS a BOP facility as close to the Southern California vicinity as possible.

USA vs. HEE JUNG MUN Docket No.: CR 11-01169 DDP

IT IS ORDERED that the defendant shall self-surrender to the institution designated by the BOP on or before 12 noon, on September 29, 2014 and, on the absence of such designation, the defendant shall report on or before the same date and time, to the United States Marshal at 255 East Temple Street, Los Angeles, California, 90012.

In addition to the special conditions of supervision imposed above, it is hereby ordered that the Standard Conditions of Probation and Supervised Release within this judgment be imposed. The Court may change the conditions of supervision, reduce or extend the period of supervision, and at any time during the supervision period or within the maximum period permitted by law, may issue a warrant and revoke supervision for a violation occurring during the supervision period.

July 30, 2014
Date

United States District Judge

It is ordered that the Clerk deliver a copy of this Judgment and Probation/Commitment Order to the U.S. Marshal or other qualified officer.

Clerk, U.S. District Court

July 30, 2014
Filed Date

By John A. Chambers
Deputy Clerk

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

STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE

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

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

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

USA vs. HEE JUNG MUN Docket No.: CR 11-01169 DDP

STATUTORY PROVISIONS PERTAINING TO PAYMENT AND COLLECTION OF FINANCIAL SANCTIONS

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

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

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

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

Payments shall be applied in the following order:

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

SPECIAL CONDITIONS FOR PROBATION AND SUPERVISED RELEASE

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

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

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

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

RETURN

I have executed the within Judgment and Commitment as follows:

USA vs. HEE JUNG MUN Docket No.: CR 11-01169 DDP

Defendant delivered on _____ to _____
Defendant noted on appeal on _____
Defendant released on _____
Mandate issued on _____
Defendant's appeal determined on _____
Defendant delivered on _____ to _____
at _____
the institution designated by the Bureau of Prisons, with a certified copy of the within Judgment and Commitment.

United States Marshal

_____ By _____
Date Deputy Marshal

CERTIFICATE

I hereby attest and certify this date that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

Clerk, U.S. District Court

_____ By _____
Filed Date Deputy Clerk

FOR U.S. PROBATION OFFICE USE ONLY

Upon a finding of violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of supervision.

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

(Signed) _____ _____
Defendant Date

_____ _____
U. S. Probation Officer/Designated Witness Date

BEFORE THE
BOARD OF REGISTERED NURSING
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against: **HEE JUNG MUN** **aka HEE MUN** **1746 W. 169th Place, Unit A** **Gardena, CA 90247** **Registered Nurse License No. 590575** RESPONDENT	Case No. 2016-423 **DEFAULT DECISION AND ORDER** [Gov. Code, §11520]

FINDINGS OF FACT

1. On or about October 22, 2015, Complainant Louise R. Bailey, M.Ed.,RN, in her official capacity as the Executive Officer of the Board of Registered Nursing, Department of Consumer Affairs, filed Accusation No. 2016-423 against Hee Jung Mun, aka Hee Mun (Respondent) before the Board of Registered Nursing. (Accusation attached as Exhibit A.)

2. On or about October 31, 2001, the Board of Registered Nursing (Board) issued Registered Nurse License No. 590575 to Respondent. The Registered Nurse License expired on November 30, 2015, and has not been renewed.

3. On or about October 22, 2015, Respondent was served by Certified and First Class Mail copies of the Accusation No. 2016-423, Statement to Respondent, Notice of Defense, Request for Discovery, and Government Code sections 11507.5, 11507.6, and 11507.7 to Respondent's address of record which, pursuant to Business and Professions Code section 136

and/Title 16, California Code of Regulation, section 1409.1, is required to be reported and maintained with the Board, was and is:

1746 W. 169th Place, Unit A

Gardena, CA 90247.

4. Service of the Accusation was effective as a matter of law under the provisions of Government Code section 11505, subdivision (c) and/or Business & Professions Code section 124.

5. On or about November 5, 2015, the Board of Registered Nursing received the unsigned Domestic Return Receipt for the Accusation served by Certified Mail. A search of LexisNexis confirms that to date, the address of record on file with the Board remains associated with Respondent as her primary address.

6. Business and Professions Code section 2764 states:

The lapsing or suspension of a license by operation of law or by order or decision of the board or a court of law, or the voluntary surrender of a license by a licentiate shall not deprive the board of jurisdiction to proceed with an investigation of or action or disciplinary proceeding against such license, or to render a decision suspending or revoking such license.

7. Government Code section 11506 states, in pertinent part:

(c) The respondent shall be entitled to a hearing on the merits if the respondent files a notice of defense, and the notice shall be deemed a specific denial of all parts of the Accusation not expressly admitted. Failure to file a notice of defense shall constitute a waiver of respondent's right to a hearing, but the agency in its discretion may nevertheless grant a hearing.

8. Respondent failed to file a Notice of Defense within 15 days after service of the Accusation upon her, and therefore waived her right to a hearing on the merits of Accusation No. 2016-423.

9. California Government Code section 11520 states, in pertinent part:

(a) If the respondent either fails to file a notice of defense or to appear at the hearing, the agency may take action based upon the respondent's express admissions or upon other evidence and affidavits may be used as evidence without any notice to respondent.

10. Pursuant to its authority under Government Code section 11520, the Board, after having reviewed the proof of service dated October 22, 2015, signed by Christian Espiritu, finds Respondent is in default. The Board will take action without further hearing and, based on Accusation No. 2016-423 and the documents contained in Default Decision Investigatory Evidence Packet in this matter which includes:

Exhibit 1: Pleadings offered for jurisdictional purposes; Accusation Case No. 2016-423, Statement to Respondent, Notice of Defense (two blank copies), Request for Discovery and Discovery Statutes (Government Code sections 11507.5, 11507.6 and 11507.7), proof of service; and if applicable, mail receipt or copy of returned mail envelopes;

Exhibit 2: License History Certification for Hee Jung Mun, aka Hee Mun, Registered Nurse License No. 590575;

Exhibit 3: Court and Arrest Records;

Exhibit 4: List of possible addresses retrieved from LexisNexis.

The Board finds that the charges and allegations in Accusation No. 2016-423 are separately and severally true and correct by clear and convincing evidence.

DETERMINATION OF ISSUES

1. Based on the foregoing findings of fact, Respondent Hee Jung Mun, aka Hee Mun has subjected her following license(s) to discipline:

a. Registered Nurse License No. 590575

2. The agency has jurisdiction to adjudicate this case by default.

3. The Board of Registered Nursing is authorized to revoke Respondent's license(s) based upon the following violations alleged in the Accusation, which are supported by the evidence contained in the Default Decision Investigatory Evidence Packet in this case.

a. Violation of Business and Professions Code section 2761(a) - Unprofessional Conduct.

b. Violation of Business and Professions Code section 2761(f) - Conviction substantially related to the qualifications, functions and duties of a registered nurse.

c. Violation of Business and Professions Code section 2765 - A plea or verdict of guilty or a conviction following a plea of nolo contendere made to a charge substantially related to the qualifications, functions and duties of a registered nurse is deemed to be a conviction within the meaning of this article.

d. Violation of Business and Professions Code section 810(a)(1) - Knowingly present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.

e. Violation of Business and Professions Code section 810(a)(2) - Knowingly prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used in support of any false or fraudulent claim.

f. Violation of Business and Professions Code section 810(b) - Engage in any conduct prohibited under Section 1871.4 of the Insurance Code or Section 549 or 550 of the Penal Code.

g. Violation of 810(c) - Conviction of any felony involving Medi-Cal fraud committed by the licensee or certificate holder in conjunction with the Medi-Cal program.

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ORDER

IT IS SO ORDERED that Registered Nurse License No. 590575, heretofore issued to Respondent Hee Jung Mun, aka Hee Mun, is revoked.

Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a written motion requesting that the Decision be vacated and stating the grounds relied on within seven (7) days after service of the Decision on Respondent. The agency in its discretion may vacate the Decision and grant a hearing on a showing of good cause, as defined in the statute.

This Decision shall become effective on March 25, 2016.

It is so ORDERED February 24, 2016.

Michael D. Jackson

Board of Registered Nursing
Department of Consumer Affairs
State of California

Attachment:

Exhibit A: Accusation No. 2016-423

Exhibit A

Accusation No. 2016-423

KAMALA D. HARRIS
Attorney General of California
LINDA K. SCHNEIDER
Senior Assistant Attorney General
THOMAS L. RINALDI
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Los Angeles, CA 90013
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Facsimile: (213) 897-2804

Attorneys for Complainant

BEFORE THE
BOARD OF REGISTERED NURSING
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against: **HEE JUNG MUN aka HEE MUN** 1746 W. 169th Place, Unit A Gardena, CA 90247 Registered Nurse License No. 590575 Respondent.	Case No. 2016-423 **ACCUSATION**

Complainant alleges:

PARTIES

1. Louise R. Bailey, M.Ed., RN (Complainant) brings this Accusation solely in her official capacity as the Executive Officer of the Board of Registered Nursing (Board), Department of Consumer Affairs.

2. On or about October 31, 2001, the Board issued Registered Nurse License No. 590575 to Hee Jung Mun also known as Hee Mun (Respondent). The Registered Nurse License was in full force and effect at all times relevant to the charges brought herein and will expire on November 30, 2015, unless renewed.

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JURISDICTION

3. This Accusation is brought before the Board under the authority of the following laws. All section references are to the Business and Professions Code (Code) unless otherwise indicated.

4. Section 2750 of the Business and Professions Code (Code) provides, in pertinent part, that the Board may discipline any licensee, including a licensee holding a temporary or an inactive license, for any reason provided in Article 3 (commencing with section 2750) of the Nursing Practice Act.

5. Section 2764 of the Code provides, in pertinent part, that the expiration of a license shall not deprive the Board of jurisdiction to proceed with a disciplinary proceeding against the licensee or to render a decision imposing discipline on the license. Under section 2811, subdivision (b) of the Code, the Board may renew an expired license at any time within eight years after the expiration.

STATUTORY AND REGULATORY PROVISIONS

6. Section 2761 of the Code states, in pertinent part:

"The board may take disciplinary action against a certified or licensed nurse or deny an application for a certificate or license for any of the following:

"(a) Unprofessional conduct, which includes, but is not limited to, the following:

. . .

"(f) Conviction of a felony or of any offense substantially related to the qualifications, functions, and duties of a registered nurse, in which event the record of the conviction shall be conclusive evidence thereof."

7. Section 2765 of the Code states:

"A plea or verdict of guilty or a conviction following a plea of nolo contendere made to a charge substantially related to the qualifications, functions and duties of a registered nurse is deemed to be a conviction within the meaning of this article. The board may order the license or certificate suspended or revoked, or may decline to issue a license or certificate, when the time for appeal has elapsed, or the judgment of conviction has been affirmed on appeal or when an order

granting probation is made suspending the imposition of sentence, irrespective of a subsequent order under the provisions of Section 1203.4 of the Penal Code allowing such person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information or indictment."

8. California Code of Regulations, title 16, section 1444, states:

"A conviction or act shall be considered to be substantially related to the qualifications, functions or duties of a registered nurse if to a substantial degree it evidences the present or potential unfitness of a registered nurse to practice in a manner consistent with the public health, safety, or welfare."

9. Section 810 of the Code states:

"(a) It shall constitute unprofessional conduct and grounds for disciplinary action, including suspension or revocation of a license or certificate, for a health care professional to do any of the following in connection with his or her professional activities:

(1) Knowingly present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.

(2) Knowingly prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used in support of any false or fraudulent claim.

"(b) It shall constitute cause for revocation or suspension of a license or certificate for a health care professional to engage in any conduct prohibited under Section 1871.4 of the Insurance Code or Section 549 or 550 of the Penal Code.

"(c) (1) It shall constitute cause for automatic suspension of a license or certificate issued pursuant to Chapter 4 (commencing with Section 1600), Chapter 5 (commencing with Section 2000), Chapter 6.6 (commencing with Section 2900), Chapter 7 (commencing with Section 3000), or Chapter 9 (commencing with Section 4000), or pursuant to the Chiropractic Act or the Osteopathic Act, if a licensee or certificate holder has been convicted of any felony involving fraud committed by the licensee or certificate holder in conjunction with providing benefits covered by worker's compensation insurance, or has been convicted of any felony involving Medi-Cal fraud

committed by the licensee or certificate holder in conjunction with the Medi-Cal program, including the Denti-Cal element of the Medi-Cal program, pursuant to Chapter 7 (commencing with Section 14000), or Chapter 8 (commencing with Section 14200), of Part 3 of Division 9 of the Welfare and Institutions Code. The board shall convene a disciplinary hearing to determine whether or not the license or certificate shall be suspended, revoked, or some other disposition shall be considered, including, but not limited to, revocation with the opportunity to petition for reinstatement, suspension, or other limitations on the license or certificate as the board deems appropriate. "

COST RECOVERY

10. Section 125.3 of the Code provides, in pertinent part, that the Board may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case, with failure of the licentiate to comply subjecting the license to not being renewed or reinstated.. If a case settles, recovery of investigation and enforcement costs may be included in a stipulated settlement.

FIRST CAUSE FOR DISCIPLINE

(Conviction of a Substantially Related Crime)

11. Respondent is subject to disciplinary action under sections 2761, subdivision (f) and 2765, in conjunction with California Code of Regulations, title 16, section 1444, in that Respondent was convicted of a crime substantially related to the qualifications, functions, or duties of a registered nurse, as follows:

a. On or about July 28, 2014, after pleading guilty, Respondent was convicted of one felony count of violating Title 18, United States Code section Code 1347 [health care fraud] in the criminal proceeding entitled *United States of America v. Hee Jung Mun* (United States District Court, Central District of California, 2010, Case No. 2:011CR-01169). The court ordered Respondent to serve 57 months in federal prison and ordered her to pay restitution in the amount of $5,144,277.54.

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b. The circumstances surrounding the conviction are that in or about May 2008 through March 2011, Respondent was the owner and operator of a home health agency called Greatcare Home Health Inc. (Greatcare) that was currently enrolled as a provider with Medicare[1]. During this time, Respondent engaged in a scheme to defraud Medicare by submitting claims for health care services that (1) involved kickbacks paid to doctors and marketers in exchange for their referrals of Medicare patients to Greatcare; (2) involved kickbacks paid to patients to induce them to sign up for health services; (3) billed Medicare for patients who were not homebound or otherwise did not qualify for home health services; (4) were provided by unlicensed individuals; (5) involved upcoding patient diagnoses for higher Medicare reimbursement; and (6) created false medical records to support false claims submitted to Medicare. The loss to Medicare resulting from Respondent's fraudulent conduct was approximately $5,144,277.54.

SECOND CAUSE FOR DISCIPLINE

(False or Fraudulent Claims)

12. Respondent has subjected her licenses to discipline pursuant to Code sections 2761, subdivision (a), and/or 810, subdivisions (a)(1) and (a)(2), on the grounds of unprofessional conduct in that Respondent knowingly prepared and presented false or fraudulent claims for payment. Complainant refers to, and by this reference incorporates, the allegations set forth above in paragraph 11, as though set forth fully.

THIRD CAUSE FOR DISCIPLINE

(Insurance Fraud)

13. Respondent has subjected her licenses to discipline pursuant to Code sections 2761, subdivision (a), and/or 810, subdivision (b), on the grounds of unprofessional conduct in that Respondent solicited others to make false claims as well as herself for the purpose of obtaining compensation. Complainant refers to, and by this reference incorporates, the allegations set forth above in paragraph 11, as though set forth fully.

[1] Medicare is a federal health care benefit program operated by the U.S. Department of Health and Human Services that provides reimbursement for medically necessary services, including skilled nursing services provided by qualified home health agencies, provided to persons age sixty-five years and older and to certain disabled persons.

FOURTH CAUSE FOR DISCIPLINE

(Conviction Involving Healthcare Fraud)

14. Respondent has subjected her licenses to discipline pursuant to Code sections 2761, subdivision (a), and/or 810, subdivision (c), on the grounds of unprofessional conduct in that Respondent was convicted of a crime involving Medicare fraud. Complainant refers to, and by this reference incorporates, the allegations set forth above in paragraph 11, as though set forth fully.

PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Board issue a decision:

1. Revoking or suspending Registered Nurse License No. 590575, issued to Hee Jung Mun aka Hee Mun

2. Ordering Hee Jung Mun to pay the Board the reasonable costs of the investigation and enforcement of this case, pursuant to Code section 125.3; and

3. Taking such other and further action as deemed necessary and proper.

DATED: October 22, 2015

for LOUISE R. BAILEY, M.ED., RN
Executive Officer
Board of Registered Nursing
Department of Consumer Affairs
State of California
Complainant

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