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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
October 2017 Grand Jury

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v:  
  
IRENA SHUT,  
DOMENIC SIGNORELLI, and  
ROBERT JOSEPH,  
  
Defendants.

No. **18CR00315-RGK**

I N D I C T M E N T

[18 U.S.C. § 371; Conspiracy;  
18 U.S.C. §§ 981(a)(1)(A),  
981(a)(1)(C), 982(a)(1),  
982(a)(7) and 28 U.S.C. §  
2461(c): Criminal Forfeiture]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 371]

I. GENERAL ALLEGATIONS

At all times relevant to this Indictment:

A. Defendants and Related Entities and Individuals

1. Unindicted co-conspirator ("UCC") A and UCC-B formed  
and caused the formation of TYY Consulting, Inc.  
("TYY") in or about February 2011.

1           2.    TYY purported to provide "marketing consulting  
2 services" to pharmacies and had a registered address in Las  
3 Vegas, Nevada. TYY engaged "marketing representatives"  
4 ("marketers" or "reps") to generate prescriptions of compounded  
5 drugs and/or other pharmaceuticals for New Age Pharmaceuticals,  
6 Inc.; Roxsan Pharmacy; Concierge Compounding Pharmaceuticals,  
7 Inc.; and Precise Compounding Pharmacy, Inc. (collectively, "the  
8 TYY-Affiliated Pharmacies").

9           3.    UCC-A, UCC-B, UCC-C, and UCC-D formed and caused the  
10 formation of Concierge Compounding Pharmaceuticals, Inc.  
11 ("Concierge") to fill compounded drug prescriptions generated by  
12 TYY "reps." In or about November 2012, Concierge became fully  
13 operational in Nevada and the primary beneficiary of TYY's  
14 "marketing" efforts.

15           4.    Precise Compounding Pharmacy, Inc. ("Precise") was a  
16 pharmacy located in Culver City, California, within the Central  
17 District of California, formed in or about December 2008, by  
18 UCC-E, who was a pharmacist licensed in California.  
19 In January 2013, UCC-A, UCC-B, UCC-C, and UCC-D acquired  
20 ownership interests in Precise, which they fraudulently  
21 concealed so that UCC-E remained the only owner of public record  
22 for the pharmacy. UCC-E also obtained a fraudulently concealed  
23 ownership interest in Concierge and TYY.

24           5.    UCC-F was a TYY marketer, based in Maryland, who,  
25 through "Meditech," was paid percentage-based commissions for  
26 facilitating the referral of prescriptions for compounded drugs  
27 and other items reimbursed by health care benefit programs to  
28 the TYY-Affiliated Pharmacies. UCC-F was affiliated

1 with TYY, initially under an independent contractor agreement,  
2 and later under a sham consulting agreement with Concierge.  
3 UCC-G was initially an employee of UCC-F, and was later, at the  
4 request of UCC-F, designated as a purported employee of  
5 Concierge, so Concierge could pay UCC-G's employment wages for  
6 the benefit of UCC-F.

7 6. UCC-H was a TYY marketer, based in Florida, who,  
8 through "DCMI," was paid percentage-based commissions for  
9 facilitating the referral of prescriptions for compounded drugs  
10 and other items reimbursed by health care benefit programs to  
11 the TYY-Affiliated Pharmacies. UCC-H operated as an independent  
12 contractor with respect to TYY.

13 7. UCC-I was a TYY marketer, based in California, who,  
14 through MCNAA, Inc., was paid percentage-based commissions for  
15 facilitating the referral of prescriptions for compounded drugs  
16 and other items reimbursed by health care benefit programs to  
17 the TYY-Affiliated Pharmacies. UCC-I was affiliated with TYY,  
18 initially under an independent contractor agreement, and later  
19 under a sham employment agreement with Precise. In order to  
20 fully compensate UCC-I for the large volume of his prescription  
21 referrals, without creating a suspiciously generous employment  
22 agreement, UCC-I, UCC-A, UCC-B, UCC-D, UCC-E, and others,  
23 arranged for compensation to be paid to UCC-I's wife through a  
24 fraudulent employment contract between Precise and UCC-I's wife.

25 8. UCC-J was a TYY marketer, based in Alabama, who,  
26 through "Doc RX," was paid percentage-based commissions for  
27 facilitating the referral of prescriptions for compounded drugs  
28 and other items reimbursed by health care

1 benefit programs to the TYY-Affiliated Pharmacies. UCC-J  
2 operated as an independent contractor with respect to TYY.

3 9. UCC-K was a TYY marketer who, through Associated DME,  
4 Inc., was paid percentage-based commissions for facilitating the  
5 referral of prescriptions for compounded drugs and other items  
6 reimbursed by health care benefit programs to the TYY-Affiliated  
7 Pharmacies. UCC-K operated as an independent contractor and  
8 generated prescription referrals from various states, including  
9 Florida.

10 10. UCC-L was a TYY marketer, based in Florida, who was  
11 paid percentage-based commissions for facilitating the referral  
12 of prescriptions for compounded drug and other items reimbursed  
13 by health care benefit programs to the TYY-Affiliated  
14 Pharmacies. UCC-L operated as an independent contractor with  
15 respect to TYY.

16 11. UCC-M was a TYY marketer, based in California, who was  
17 paid percentage-based commissions for facilitating the referral  
18 of prescriptions for compounded drugs and other items reimbursed  
19 by health care benefit programs to the TYY-Affiliated  
20 Pharmacies. UCC-M was affiliated with TYY, initially under an  
21 independent contractor agreement, and later under a sham  
22 employment agreement with Precise.

23 12. UCC-N was a TYY marketer, based in Florida, who,  
24 through AALS Consulting, was paid percentage-based  
25 commissions for facilitating the referral of prescriptions for  
26 compounded drugs and other items reimbursed by health care  
27 benefit programs to the TYY-Affiliated Pharmacies. UCC-N  
28 operated as an independent contractor with respect to TYY.

1           13. Defendant IRENA SHUT ("defendant SHUT") was a TYY  
2 marketer, based in Los Angeles, California, who, through Mise  
3 Marketing, was paid percentage-based commissions for  
4 facilitating the referral of prescriptions for compounded drugs  
5 and other items reimbursed by health care benefit programs to  
6 the TYY-Affiliated Pharmacies. Defendant SHUT was affiliated  
7 with TYY, initially under an independent contractor agreement,  
8 and later under a sham consulting agreement with Concierge.

9           14. UCC-O was a TYY marketer, based in California, who was  
10 paid percentage-based commissions for facilitating the referral  
11 of prescriptions for compounded drugs and other items reimbursed  
12 by health care benefit programs to the TYY-Affiliated  
13 Pharmacies. UCC-O operated as an independent contractor under  
14 defendant SHUT, through Mise Marketing, initially, and later,  
15 with TYY directly.

16           15. Defendant DOMENIC SIGNORELLI ("defendant SIGNORELLI")  
17 was a podiatrist licensed in California, who wrote compounded  
18 drug prescriptions for patients that were routed to the TYY-  
19 Affiliated Pharmacies for dispensing, in exchange for kickback  
20 payments from defendant SHUT.

21           16. Defendant ROBERT JOSEPH ("defendant JOSEPH") was a  
22 podiatrist licensed in California, who wrote compounded drug  
23 prescriptions for patients that were routed to the TYY-  
24 Affiliated Pharmacies for dispensing, in exchange for kickback  
25 payments from defendant SHUT.

26           17. UCC-P was a podiatrist licensed in Maryland, who wrote  
27 compounded drug prescriptions for patients that were routed to  
28 the TYY-Affiliated Pharmacies for

1 dispensing. TYY would pay UCC-N and UCC-K percentage-based  
2 commissions for facilitating prescription referrals from UCC-P.

3 18. UCC-Q was a physician licensed in Florida, who wrote  
4 compounded drug prescriptions for patients, including UCC-L and  
5 his family members, which were routed to the TYY-Affiliated  
6 Pharmacies for dispensing based on kickbacks and bribes paid to  
7 UCC-L and UCC-Q. (UCC-A through UCC-Q are collectively referred  
8 to as "the UCCs", UCC-F through UCC-O are collectively referred  
9 to as the "TYY Marketing UCCs", and UCC-P through UCC-Q are  
10 collectively referred to as the "TYY Prescribing UCCs".)

11 B. TRICARE

12 19. TRICARE provided health care coverage for Department  
13 of Defense ("DoD") beneficiaries worldwide, including active  
14 duty service members, National Guard and Reserve members,  
15 retirees, their families, and survivors.

16 20. Individuals who received health care benefits through  
17 TRICARE were referred to as TRICARE beneficiaries. The Defense  
18 Health Agency ("DHA"), an agency of the DoD, was the military  
19 entity responsible for overseeing and administering the TRICARE  
20 program.

21 21. TRICARE provided coverage for certain prescription  
22 drugs, including certain compounded drugs that were medically  
23 necessary and prescribed by a licensed physician. Express  
24 Scripts, Inc. ("ESI") administered TRICARE's prescription drug  
25 benefits.

26 22. TRICARE beneficiaries could fill their prescriptions  
27 through military pharmacies, TRICARE's home delivery program,  
28 network pharmacies, and non-network pharmacies. If a

1 beneficiary chose a network pharmacy, the pharmacy would collect  
2 any applicable co-pay from the beneficiary, dispense the drug to  
3 the beneficiary, and submit a claim for reimbursement to ESI,  
4 which would in turn adjudicate the claim and reimburse the  
5 pharmacy. To become a TRICARE network pharmacy, a pharmacy  
6 agreed to be bound by, and comply with, all applicable State and  
7 Federal laws, specifically including those addressing fraud,  
8 waste, and abuse.

9 C. DOL-OWCP

10 23. The Federal Employees' Compensation Act, Title 5,  
11 United States Code, Sections 8101, et seq. ("FECA") provided  
12 certain benefits to civilian employees of the United States, for  
13 wage-loss disability due to a traumatic injury or occupational  
14 disease sustained while working as a federal employee (the "FECA  
15 program").

16 24. The Office of Workers' Compensation Programs ("OWCP"),  
17 a component of the Department of Labor ("DOL"), administered the  
18 FECA program, which was a federal workers' compensation program  
19 focused on return to work efforts and was not a medical  
20 insurance or a retirement plan.

21 25. When a qualified employee suffered a work-related  
22 injury, the employee filed a claim for coverage with OWCP, which  
23 then assigned the claimant an OWCP claim number.

24 26. To obtain reimbursement for prescription drugs  
25 provided to OWCP claimants or beneficiaries, a pharmacy had to  
26 submit its prescription claims for payment to OWCP, using the  
27 beneficiary's OWCP claim number. By submitting a claim for  
28 reimbursement with OWCP, the pharmacy provider certified that

1 the service or product for which reimbursement was sought was  
2 medically necessary, appropriate, and properly billed in  
3 accordance with accepted industry standards.

4 27. OWCP would process the claims submitted by the  
5 provider, and if all required information was included, OWCP  
6 would reimburse the provider in accordance with an established  
7 fee schedule.

8 D. State Workers' Compensation System

9 28. The California Workers' Compensation System ("CWCS")  
10 was a system created by California law to provide insurance  
11 covering treatment of injury or illness suffered by individuals  
12 in the course of their employment. Under the CWCS, employers  
13 were required to purchase workers' compensation insurance  
14 policies from insurance carriers to cover their employees. When  
15 an employee suffered a covered injury or illness and received  
16 medical services, the medical service provider submitted a claim  
17 for payment to the relevant insurance carrier, which then paid  
18 the claim. Claims were submitted to and paid by the insurance  
19 carriers either by mail or electronically. The CWCS was  
20 governed by various California laws and regulations.

21 29. The California State Compensation Insurance Fund  
22 ("SCIF") was a non-profit insurance carrier, created by the  
23 California Legislature, that provided workers' compensation  
24 insurance to employees in California, including serving as the  
25 "insurer of last resort" under the CWCS system for employers  
26 without any other coverage.

27 30. California law, including the California Business and  
28 Professions Code and the California Insurance Code, prohibited

1 the offering, delivering, soliciting, or receiving of anything  
2 of value in return for referring a patient for medical items or  
3 services.

4 E. Fiduciary Duties

5 31. A "fiduciary" obligation generally existed whenever  
6 one person -- a client -- placed special trust and confidence in  
7 another -- the fiduciary -- in reliance that the fiduciary will  
8 exercise his or her discretion and expertise with the utmost  
9 honesty and forthrightness in the interests of the client, such  
10 that the client relaxed the care and vigilance which she or he  
11 would ordinarily exercise, and the fiduciary knowingly accepted  
12 that special trust and confidence and thereafter undertook to  
13 act on behalf of the client based on such reliance.

14 32. Physicians, pharmacists, and pharmacy owners, among  
15 other medical professionals, owed a fiduciary duty to their  
16 patients and customers, requiring these fiduciaries to act in  
17 the best interest of the patients, and not for their own  
18 professional, pecuniary, or personal gain. These fiduciaries  
19 owed a duty of honest services to their patients for decisions  
20 made relating to the medical care and treatment of those  
21 patients and customers, including the authorizing, prescribing,  
22 and dispensing of pharmaceuticals to such patients and  
23 customers. Patients' and customers' right to honest services  
24 from these fiduciaries included the right not have the  
25 fiduciaries solicit or accept bribes and kickbacks connected to  
26 the medical care or treatment of such patients/customers.

27 F. Health Care Programs

28 33. Among other programs, Tricare and FECA were "federal

1 health care programs," as defined by 42 U.S.C. § 1320a-7b(f)  
2 (collectively, the "Affected Federal Health Care Programs").

3 34. The Affected Federal Health Care Programs, SCIF and  
4 other state workers' compensation insurance carriers, along with  
5 other public and private plans and contracts that Concierge and  
6 Precise billed for compounded drug prescription reimbursements  
7 were "health care benefit programs," as defined by 18 U.S.C.  
8 § 24(b), that affected commerce (collectively, the "Affected  
9 Health Care Plans").

10 G. Compounded Drugs

11 35. In general, "compounding" was a practice in which a  
12 licensed pharmacist, a licensed physician, or, in the case of an  
13 outsourcing facility, a person under the supervision of a  
14 licensed pharmacist, combined, mixed, or altered ingredients of  
15 a drug or multiple drugs to create a drug tailored to the needs  
16 of an individual patient. Compounded drugs were not FDA-  
17 approved, that is, the FDA did not verify the safety, potency,  
18 effectiveness, or manufacturing quality of compounded drugs.  
19 The California State Board of Pharmacy regulated the practice of  
20 compounding in the State of California.

21 36. Compounded drugs were prescribed by a physician when  
22 an FDA-approved drug did not meet the health needs of a  
23 particular patient. For example, if a patient was allergic to a  
24 specific ingredient in an FDA-approved medication, such as a dye  
25 or a preservative, a compounded drug would be prepared excluding  
26 the substance that triggered the allergic reaction. Compounded  
27 drugs would also be prescribed when a patient could not consume  
28 a medication by traditional means, such as an elderly patient or

1 a child who could not swallow an FDA-approved pill and needed  
2 the drug in a liquid form that was not otherwise available.

3 II. OBJECTS OF THE CONSPIRACY

4 37. Beginning on an unknown date, but no later than in or  
5 about November 2012, and continuing through at least in or about  
6 June 2016, in Los Angeles County, within the Central District of  
7 California, and elsewhere, defendant SHUT, defendant SIGNORELLI,  
8 defendant JOSEPH, the UCCs, and others known and unknown to the  
9 Grand Jury, knowingly combined, conspired, and agreed to commit  
10 the following offenses against the United States:

11 a. mail and wire fraud, in violation of Title 18,  
12 United States Code, Sections 1341 and 1343;

13 b. honest services mail and wire fraud, in violation  
14 of Title 18, United States Code, Sections 1341, 1343, and 1346;

15 c. health care fraud, in violation of Title 18,  
16 United States Code, Section 1347;

17 d. using the mails and interstate facilities in aid  
18 of bribery, in violation of Title 18, United States Code,  
19 Section 1952(a)(1) and (3);

20 e. engaging in monetary transactions in property  
21 derived from specified unlawful activity, in violation of Title  
22 18, United States Code, Section 1957;

23 f. knowingly and willfully soliciting or receiving  
24 remuneration in return for referring an individual for the  
25 furnishing and arranging for the furnishing of any item or  
26 service, and in return for arranging for and recommending  
27 purchasing or ordering any good, service, or item, for which  
28 payment may be made in whole or in part under a Federal health

1 care program, in violation of Title 42, United States Code,  
2 Section 1320a-7b(b) (1); and

3 g. knowingly and willfully offering to pay or paying  
4 any remuneration to any person to induce such person to refer an  
5 individual for the furnishing and arranging for the furnishing  
6 of any item or service, and to arrange for and recommend  
7 purchasing or ordering any good, service, or item, for which  
8 payment may be made in whole or in part under a Federal health  
9 care program, in violation of Title 42, United States Code,  
10 Section 1320a-7b(b) (2).

11 III. THE MANNER AND MEANS OF THE CONSPIRACY

12 38. The objects of the conspiracy were carried out, and to  
13 be carried out, in substance, as follows:

14 a. UCC-A, UCC-B, UCC-C, UCC-D, and UCC-E  
15 (collectively, "the TYY-Related Owners"), along with other co-  
16 conspirators working with the TYY-Related Owners, would provide  
17 kickbacks to the TYY Marketing UCCs, the TYY Prescribing UCCs,  
18 and others (collectively, the "Kickback Induced Referral  
19 Sources") in return for referring, arranging for, recommending,  
20 and causing the referral of, pre-formulated prescriptions for  
21 compounded drugs and other pharmaceuticals (collectively,  
22 "Kickback Tainted Prescriptions") to the TYY-Affiliated  
23 Pharmacies. These kickbacks would include: (1) percentage-based  
24 referral payments from TYY to the TYY Marketing UCCs in exchange  
25 for arranging for, recommending, and causing the referral of  
26 Kickback Tainted Prescriptions to the TYY-Affiliated Pharmacies;  
27 and (2) items, services, and other things of value from TYY and  
28 the TYY Marketing UCCs to the TYY Prescribing UCCs and other

1 health care professionals to induce the prescribing or  
2 authorization of Kickback Tainted Prescriptions for  
3 beneficiaries of the Affected Health Care Plans for dispensing  
4 at the TYY-Affiliated Pharmacies.

5           b. In response to the promise of kickbacks, Kickback  
6 Induced Referral Sources would refer and cause the referral of  
7 Kickback Tainted Prescriptions to the TYY-Affiliated Pharmacies.

8           c. The TYY-Affiliated Pharmacies would dispense  
9 compounded drugs and other pharmaceuticals authorized by the  
10 Kickback Tainted Prescriptions.

11           d. The TYY-Affiliated Pharmacies would send  
12 compounded drugs and other pharmaceuticals, by mail, to patient-  
13 beneficiaries and submit claims for reimbursement to the  
14 Affected Health Care Plans.

15           e. Medical professionals and others who were  
16 entrusted to exercise judgement and discretion in making  
17 decisions relating to the medical care and treatment of patients  
18 -- including the prescribing, authorizing, and dispensing of  
19 compounded drugs and other pharmaceuticals to patients -- owed a  
20 duty of honest services to those patients. Medical  
21 professionals and others responsible for the medical care and  
22 treatment of these patients would deprive the patients of their  
23 right to honest services by soliciting, receiving, offering, and  
24 paying kickbacks to induce the referral of Kickback Tainted  
25 Prescriptions to the TYY-Affiliated Pharmacies, and by  
26 concealing these material facts.

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1           f. To conceal and disguise the illegal nature of the  
2 inducements provided to Kickback Induced Referral Sources for  
3 Kickback Tainted Prescriptions, the TYY-Related Owners, along  
4 with other co-conspirators, would use TYY to insulate the TYY-  
5 Affiliated Pharmacies from payments to the TYY Marketing UCCs  
6 and the TYY Prescribing UCCs.

7           g. TYY would recruit "marketers," including  
8 defendant SHUT and the TYY Marketing UCCs, who would leverage  
9 pre-existing relationships and develop new ones with physicians  
10 and other health care professionals to generate Kickback Tainted  
11 Prescriptions for dispensing at the TYY-Affiliated Pharmacies.  
12 Defendant SHUT and several of the TYY Marketing UCCs, including  
13 UCC-F, UCC-G, UCC-I, UCC-K, UCC-L, UCC-N, and UCC-O, would offer  
14 inducements to the TYY Prescribing UCCs to generate prescription  
15 referrals.

16           h. Using "marketing" contracts to disguise the true  
17 nature of the payments, including independent contractor,  
18 employment, and consulting agreements, TYY would pay marketers:  
19 (a) a percentage of the amount the Affected Health Care Plans  
20 reimbursed the TYY-Affiliated Pharmacies for each Kickback  
21 Tainted Prescription; or (b) starting in mid-2016, a purported  
22 "fixed" amount established and adjusted to replicate a  
23 percentage of such reimbursements. These payments to marketers  
24 would be made primarily -- or entirely, depending on the  
25 circumstances -- for the generation and steering of Kickback  
26 Tainted Prescriptions to the TYY-Affiliated Pharmacies, rather  
27 than any purported "marketing" or advertising-related services  
28 identified in the respective agreements.

1           i. Based on the referral fees the TYY-Related  
2 Owners, through TYY, offered "marketers," defendant SHUT and the  
3 TYY Marketing UCCs would:

4                   (1) solicit physicians to authorize  
5 prescriptions of unfamiliar combinations of compounded drugs and  
6 other custom pharmaceuticals;

7                   (2) present prescribing physicians with pre-  
8 printed prescriptions for compounded drug combinations or  
9 formularies specifically selected to maximize the amount the  
10 Affected Health Care Plans would reimburse for each  
11 prescription, without regard for the medical efficacy of the  
12 formulary; and

13                   (3) falsely inform prescribing physicians that  
14 beneficiaries would not be responsible for any "out-of-pocket"  
15 costs associated with the prescribed compounded drugs and  
16 pharmaceuticals. In reality, nearly all of the Affected Health  
17 Care Plans (with the exception of workers' compensation  
18 programs) required patients to contribute a co-payment ("co-  
19 pay") amount towards the prescription cost. As the co-  
20 conspirators well knew, health care benefit programs reimbursed  
21 prescription claims on the express understanding that patients  
22 made any applicable co-pay to the dispensing pharmacy, or,  
23 alternatively, that the pharmacy provider prepared and  
24 maintained hardship exception paperwork providing good faith  
25 justification for uncollected patient co-pays.

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1           j. Defendants SIGMORELLI and JOSEPH and other TYY  
2 Prescribing UCCs would receive kickbacks and bribes from  
3 defendant SHUT and other TYY Marketing UCCs as inducements to  
4 authorize Kickback Tainted Prescriptions.

5           k. The TYY-Related Owners would also induce medical  
6 professionals to authorize prescriptions. These inducements  
7 would be concealed through various arrangements, including:

8           (1) The management of in-office pharmacy  
9 dispensing programs for certain TYY Prescribing UCCs where  
10 management fees would be discounted to provide such physicians.  
11 with kickbacks and bribes. The calculation of the discounted  
12 management fee, and the corresponding inducement, would be based  
13 on the physician's volume of compounded drug prescriptions,  
14 despite the fact that the compounded drug prescriptions would be  
15 dispensed by the TYY-Related Pharmacies and wholly unrelated to  
16 any physician's in-office dispensing program;

17           (2) The use of a financial transaction referred  
18 to as "factoring," or more specifically, "accounts receivable  
19 factoring," where TYY would purchase all or a portion of the  
20 accounts receivable of certain TYY Prescribing UCCs paying  
21 substantially above fair market value to incentivize TYY  
22 Prescribing UCCs to write compounded drug prescriptions; and

23           (3) The offering of prostitutes, expensive  
24 meals, valuable event tickets, and other items of value.

25           l. Based on these undisclosed inducements,  
26 the TYY Prescribing UCCs and defendants SIGMORELLI and JOSEPH,  
27 would authorize the pre-printed prescriptions for compounded  
28 drugs: (a) with no prior physician/patient relationship with the

1 beneficiaries; (b) without the knowledge or consent of the  
2 purported beneficiaries; and/or (c) without meaningfully  
3 considering a far less expensive FDA-approved (i.e., non-  
4 compounded) prescription drug for the patient.

5 m. In order to pay the Kickback Induced Referral  
6 Sources for the Kickback Tainted Prescriptions, the TYY-Related  
7 Owners, and other co-conspirators, would cause Concierge and  
8 Precise to engage in financial transactions using reimbursements  
9 from the Affected Health Care Plans. These reimbursements would  
10 be paid to the TYY-Affiliated Pharmacies based on insurance  
11 billings and corresponding reimbursements on Kickback Tainted  
12 Prescriptions (collectively, the "Health Care Fraud ('HCF') and  
13 Kickback Proceeds"). As the TYY-Related Owners and many of the  
14 TYY Marketing UCCs and TYY Prescribing UCCs then knew and  
15 understood, HCF and Kickback Proceeds paid to Kickback Induced  
16 Referral Sources -- commonly exceeding \$10,000 -- would be made  
17 circuitously from the TYY-Affiliated Pharmacies to TYY and then  
18 to the referral source to conceal and disguise the nature,  
19 source, ownership, and control of the HCF and Kickback Proceeds  
20 from the Affected Health Care Plans and corresponding pharmacy  
21 benefit managers, patient-beneficiaries, regulatory bodies, and  
22 others.

23 n. As the TYY-Related Owners, TYY Marketing UCCs,  
24 TYY Prescribing UCCs, and other co-conspirators knew and  
25 intended, and as was reasonably foreseeable to them, in  
26 obtaining Kickback Tainted Prescriptions, operating the TYY-  
27 Affiliated Pharmacies to dispense Kickback Tainted Prescriptions  
28

1 and submitting claims for reimbursement using the mails,  
2 interstate wire communications, and other facilities in  
3 interstate commerce, the TYY-Related Owners, the TYY Marketing  
4 UCCs, the TYY Prescribing UCCs, defendants SHUT, SIGNORELLI, and  
5 JOSEPH, as well as other co-conspirators, would conceal material  
6 information from patient-beneficiaries and the Affected Health  
7 Care Plans, including the fact that the TYY-Related Owners  
8 offered, paid, and caused to be paid, and the Kickback Induced  
9 Referral Sources solicited, received, and caused to be solicited  
10 and received, kickbacks and bribes for the referral of Kickback  
11 Tainted Prescriptions to the TYY-Affiliated Pharmacies.

12           c. In order to track referral fees, the TYY-Related  
13 Owners, along with other co-conspirators, would make several  
14 arrangements, including using computer software programs, such  
15 as DigitalRX, for billing and prescription tracking, and for  
16 giving the TYY Marketing UCCs access to data to facilitate the  
17 tracking of referral fees. This data would include for each  
18 prescription the "marketer," prescriber, and health care benefit  
19 program applicable to the beneficiary and prescription,  
20 including the Affected Federal Health Care Programs, such as  
21 TRICARE and the FECA program.

22 IV. EFFECTS OF THE CONSPIRACY

23           39. By concealing the true facts regarding the Kickback  
24 Tainted Prescriptions from the Affected Health Care Plans, the  
25 co-conspirators prevented the Affected Health Care Plans from  
26 subjecting the claims to additional review, paying lesser  
27 amounts on the claims, and in some instances rejecting the  
28 claims altogether.

1           40. In furtherance of the conspiracy, co-conspirators  
2 caused Concierge and Precise to submit claims for reimbursement  
3 on Kickback Tainted Prescriptions seeking in excess of \$250  
4 million from the Affected Health Care Plans.

5           41. As result of these claims, between in or about  
6 November 2012 and in or about June 2016, the Affected Health  
7 Care Plans paid Concierge approximately \$117,675,261 for  
8 Kickback Tainted Prescriptions, and between in or about January  
9 2013 and in or about June 2016, paid Precise approximately  
10 \$56,901,662 for Kickback Tainted Prescriptions.

11           42. In furtherance of the conspiracy, between in or about  
12 April 2014 and July 2016, co-conspirators caused TYY to pay  
13 defendant SHUT approximately \$6,789,000. In turn, and in  
14 furtherance of the conspiracy, defendant SHUT paid defendant  
15 SIGMORELLI approximately \$885,000, through two members of  
16 defendant SIGMORELLI's family, in exchange for authorizing  
17 Kickback Tainted Prescriptions, which were dispensed at the TYY-  
18 Related Pharmacies, and for which the Affected Health Care Plans  
19 reimbursed the TYY-Related Pharmacies approximately \$14 million.

20           43. In furtherance of the conspiracy, between in or  
21 about April 2014 and July 2016, defendant SHUT paid defendant  
22 JOSEPH approximately \$332,500, through defendant JOSEPH's  
23 mother, in exchange for defendant JOSEPH authorizing Kickback  
24 Tainted Prescriptions, which were dispensed at the TYY-Related  
25 Pharmacies, and for which the Affected Health Care Plans  
26 reimbursed the TYY-Related Pharmacies approximately \$1.3  
27 million.

28

1 V. OVERT ACTS

2 44. In furtherance of the conspiracy and to accomplish its  
3 objects, on or about the following dates, the TYY Related  
4 Owners, the TYY Marketing UCCs, the TYY Prescribing UCCs,  
5 defendants SHUT, SIGNORELLI, and JOSEPH, and other co-  
6 conspirators known and unknown to the Grand Jury, committed,  
7 willfully caused others to commit, and aided and abetted the  
8 commission of the following overt acts, among others, within the  
9 Central District of California and elsewhere:

10 Overt Act No. 1: On or about December 1, 2012, UCC-D  
11 caused Concierge to issue check number 1073 from a Wells Fargo  
12 Bank account bearing a number ending in 7686 (the "7686 Wells  
13 Fargo Acct"), in the approximate amount of \$190,992, to TYY.

14 Overt Act No. 2: On or about December 13, 2012, UCC-J  
15 sent an email to UCC-A and UCC-C, among others, with the subject  
16 line "Dr's sending in scripts not showing up." UCC-J explained:  
17 We have doctors sending in scripts that are not showing up  
18 in our payout. Please look at reassign these. Someone is  
19 getting credit for them and shouldn't be. Please make sure  
20 these are added to our payout for the last 2 months of  
21 scripts.

22 In the email, UCC-J provided the names of seven prescribing  
23 physicians, including physicians who wrote prescriptions  
24 reimbursed by the Affected Federal Health Care Programs.

25 Overt Act No. 3: On or about December 19, 2012, UCC-A  
26 sent an email with the subject line "Orlando Magic info," to  
27 other TYY-Related Owners, discussing the purchase of  
28 approximately 38 Orlando Magic tickets for "marketing purposes,"

1 for a purchase price of approximately \$13,052. In the email,  
2 UCC-A named three "marketers," including UCC-L, and stated that  
3 these "marketers" were asking if the TYY-Related Owners would  
4 buy seats that include food and beverage to utilize for  
5 marketing. UCC-A noted that the "marketers" had increased their  
6 numbers from \$150,000 to \$200,000 per month and were looking to  
7 increase volume. In a reply email, UCC-B added, "I think we  
8 should do it. We need as much business as possible with the  
9 loss of [a deceased marketer]."

10 Overt Act No. 4: On January 4, 2013, UCC-A sent an email  
11 to UCC-D and another Concierge employee, noting: "FYI [UCC-F]  
12 DID 900k+ HE IS A GOLDEN GOOSE KEEP HIS SHIT FLOWIN."

13 Overt Act No. 5: On June 3, 2013, UCC-A sent an email to  
14 UCC-E and UCC-C, writing:

15 "REMINDER GUYS PLEASE. [UCC-P] WHO IS A VERY BIG  
16 PRESCRIBER WANTS THIS STUFF THAT HE WAS PREVIOUSLY GETTING  
17 FROM VALLEY VIEW. PLEASE YOU REALLY NEED TO GET THIS  
18 INF[ORMATION] TOGETHER AND TEST REIMBURSEMENTS AND TELL ME  
19 QUICKLY IF THESE ARE DOBBLE [sic]. PLEASE DON'T LAG."

20 An email from UCC-P's surgical coordinator that included  
21 compound drug prescription formulas UCC-P previously referred to  
22 another pharmacy was attached to UCC-A's email.

23 Overt Act No. 6: On June 13, 2013, UCC-J caused a  
24 Concierge employee to send an email to UCC-C, writing: "This is  
25 what UCC-J is sending to our patients," with a sample letter  
26 attached to the email. The attached letter read:

27 Dear (patient), Concierge Pharmacy has been trying to get  
28 in touch with you to refill your prescription that (doctor

1 name) wrote for you. The current number we have for you may  
2 be incorrect. (Doctor Name) would like for you to continue  
3 the treatment plan he has for you with refills for your  
4 prescription. If you have already received your most recent  
5 refill please disregard this letter. If not, please contact  
6 our refill department. Sincerely, Concierge Pharmacy Refill  
7 Department.

8 In response to reviewing the letter UCC-J was sending to  
9 patients on behalf of Concierge regarding refills, UCC-C  
10 responded: "Fuck No." When the Concierge employee then asked  
11 UCC-C, "Okay, so what should I tell him?", UCC-C responded, "Say  
12 this is illegal."

13 Overt Act No. 7: On or about June 18, 2013, UCC-C sent  
14 an email to the other TYY-Related Owners and two Concierge  
15 employees concerning wound care and scar cream prescription pad  
16 formularies. In the email, titled "Re: New pad," UCC-C detailed  
17 the ingredient changes, as follows: "FCL to KFCL...Ketoprofen  
18 10, Fluribiprofen 10, Cyclo 4, Lido 5 [describing the compound  
19 medication formulary ingredients]... FBCGL to FKBCGL...Ketoprofen  
20 10, flubi 10, baclo 2, gaba 6, lido 2."

21 Overt Act No. 8: On or about July 12, 2013, after a  
22 Concierge employee emailed the TYY-Related Owners inquiring:  
23 "What do we say when a patient brings in an IOB to the doctor  
24 showing that we billed \$3000 for a compound and the patient is  
25 upset?," UCC-A responded: "No returns." and UCC-C replied:

26 We say we don't have control of what the drug companies  
27 have set the pricing for these compounds. All we do is

28

1 process it through insurance and if it's not covered we  
2 send a FREE emergency supply.

3 Overt Act No. 9: On or about July 17, 2013, a Concierge  
4 employee sent an email to UCC-A and UCC-D, stating:

5 Hi Fred, I am sending this email for [a TYY Marketing UCC].  
6 She is doing a convention here and many of the doctors we  
7 have signed up will be attending. She will obviously be  
8 entertaining for a couple nights. She was talking with  
9 [UCC-A] and trying to come up with a way to get a credit  
10 card, since she tells me that at some venues credit cards  
11 (not cash) are a must. . . .

12 UCC-A responded: "Yes [UCC-D,] we should get her a pre paid card  
13 in case she takes them out etc. for the convention. We can go  
14 over this Monday though."

15 Overt Act No. 10: On or about August 13, 2013, UCC-J sent  
16 an email to UCC-A and UCC-C, writing:

17 If you want to increase your revenue, particularly on  
18 refills, I have a new proposal. You give me the reps to  
19 manage. Anybody over 200K in gross, you pay me 5% on.  
20 Anyone below 200K, you pay me as you do now on my %'s. But  
21 I manage them ALL. Texas big wigs too. You will see an  
22 increase in your revenue 10 fold this way. Also, you are  
23 going to have to pay me 45% on everything minus Triad.

24 Overt Act No. 11: On or about October 4, 2013, UCC-G sent  
25 an email to UCC-F, which UCC-F forwarded to UCC-A and UCC-B.  
26 The email from UCC-G highlighted complaints received from Blue  
27 Cross Blue Shield (BCBS) federal patient-beneficiaries. The  
28 email explained that patients were complaining that they were

1 not receiving their prescription medications, even though BCBS  
2 had already been billed for the prescriptions.

3 Overt Act No. 12: On or about October 9, 2013, UCC-A sent  
4 an email to other TYY-Related Owners and two Concierge employees  
5 concerning making arrangements to provide a car for UCC-P to  
6 entertain other prescribing physicians in Las Vegas, Nevada.

7 Overt Act No. 13: On October 23, 2013, a Concierge  
8 employee emailed the TYY-Related Owners, writing:

9 THIS IS FOR ANYONE, CHRISTINE ([UCC-K's] ASSISTANT) CALLED  
10 ME SAYING THAT [UCC-P] WANTS ONE OF YOU TO CALL HIM TODAY.  
11 HE NEEDS SOMEONE TO CLARIFY WHY HE SENT IN A 100 SCRIPTS  
12 AND ONLY 20 APPROVED. HE WANTS ONE OF YOU TO SPEAK WITH  
13 HIM. HE REQUESTED THAT SPECIFICALLY.

14 Overt Act No. 14: On or about October 30, 2013, UCC-C  
15 sent an email to several Concierge employees and other TYY-  
16 Related Owners, writing:

17 I say forget the 3 stupid call rules. If the Rx goes  
18 through and we still haven't contacted the patients. Then  
19 just send the Rx to patient. Let's not lose our customers  
20 and have physicians pissed at us. Call and if no answer  
21 and medication went through insurance, ship it out.

22 As part of the same email chain, UCC-A inquired: "What if it is  
23 a large copay?" UCC-B replied: "Ship ship ship."

24 Overt Act No. 15: On or about November 27, 2013, UCC-F  
25 and the TYY-Related Owners engaged in an email exchange  
26 concerning the purchase of a condominium in the Dominican  
27 Republic for UCC-F, in the amount of approximately \$500,000.

28

1        Overt Act No. 16:    On or about December 9, 2013, UCC-F  
2 sent an email to UCC-A and UCC-C, writing:

3        We did only a couple months of CC [referring to compounding  
4        creams] in 2012. Less than \$1M in income for me. In 2013,  
5        I am very close to \$5.5M in CC commissions. Without CC  
6        [compounding creams] my 2013 revenue is \$2.7M (not exact  
7        but very good estimate). 2012 is closer to \$2.5M.

8        Overt Act No. 17:    On or about December 25, 2013, co-  
9 conspirators caused TYY to pay \$70,000 to UCC-H, from a Wells  
10 Fargo bank account bearing a number ending in 2106 (the "2106  
11 Wells Fargo Acct"), for the purchase of 3 Miami Dolphins  
12 football suites to be used to entertain prescribing physicians.

13        Overt Act No. 18:    On or about December 29, 2013, co-  
14 conspirators caused TYY to pay \$29,500 to UCC-H from the 2106  
15 Wells Fargo Acct for the purchase of a watch to be given to a  
16 TYY Prescribing UCC.

17        Overt Act No. 19:    On or about March 21, 2014, UCC-K sent  
18 an email to UCC-H, UCC-A, and UCC-B, attaching a prescription  
19 formulary sheet, and writing: "Guys here is another RX from  
20 express RX. I just hired a rep from there company. He  
21 collected \$25K in one week. There [sic] pain swelling cream  
22 number one is paying \$9K PLEASE RUN SOME FORMULAS AND FIND US  
23 SOME PAYERS."

24        Overt Act No. 20:    On or about May 21, 2014, defendant  
25 SHUT wrote a check for \$18,000 from Mise Marketing to defendant  
26 JOSEPH's mother, in exchange for defendant JOSEPH's  
27 authorization of Kickback Tainted Prescriptions.  
28

1        Overt Act No. 21:    On or about July 21, 2014, UCC-F  
2 requested the TYY-Related Owners place his employee, UCC-G, on  
3 the TYY payroll, as an inducement to UCC-F to continue to  
4 generate prescription referrals.

5        Overt Act No. 22:    On or about July 22, 2014, UCC-F sent  
6 an email to UCC-A, UCC-B, and UCC-C, with the subject "Re:  
7 DME/ [UCC-G]/Medicare," explaining:

8            For MC business . . . i'm sure that attorneys will tell us  
9 that we need to make it close to 'fair market value'. How  
10 does \$5k/month (\$60k annual salary) sound plus 20%  
11 commission (from my normal 28%) for the MC orders. If I  
12 don't make enough to cover the salary you can deduct from  
13 my normal commissions. I think that might be a good  
14 solution for other reps that we want to bring in for MC  
15 bracing, lab etc . . . thoughts? Maybe for them do  
16 \$3k/month and adjust their commissions a bit like me . . .  
17 commissions paid as bonus.

18        Overt Act No. 23:    On or about July 24, 2014, defendant  
19 SHUT sent an email to UCC-C describing TYY's payments for the  
20 benefit of defendant SIGMORELLI, who referred Kickback Tainted  
21 Prescriptions to the TYY-Affiliated Pharmacies. The payments  
22 included \$288 for a limousine service that picked up defendant  
23 SIGMORELLI at his residence and transported him to the BOA  
24 Restaurant, located in West Hollywood, California, where  
25 defendant SIGMORELLI's dinner bill totaled approximately \$1,698,  
26 which was also paid by TYY.

27        Overt Act No. 24:    On August 28, 2014, UCC-L caused Lily  
28 Medical LLC, a durable medical equipment and supplies company,

1 to file its articles of organization with the Florida Secretary  
2 of State.

3 Overt Act No. 25: On or about September 3, 2014, UCC-B  
4 caused Concierge to issue check number 2044 from the 7686 Wells  
5 Fargo Acct, in the amount of \$1,250,000, to TYY.

6 Overt Act No. 26: On or about September 30, 2014,  
7 defendant SHUT sent an email to UCC-A and UCC-C, writing, in  
8 part, "Help." The email forwarded another email from an  
9 employee of defendant SIGMORELLI, which cautioned defendant SHUT  
10 to be "aware of the issues with the labor dept." The forwarded  
11 email included a faxed letter from the medical director of the  
12 TSA workers' compensation case management program to defendant  
13 SIGMORELLI, which expressed concern over defendant SIGMORELLI's  
14 then-ongoing and frequent prescribing of costly compounded  
15 topical medications to a TSA employee who had returned to duty  
16 eighteen months earlier, with no difficulty or issues involving  
17 his prior foot injury.

18 Overt Act No. 27: On or about October 17, 2014, UCC-A  
19 caused TYY to issue check number 4846 to the Washington Wizards  
20 from the 2106 Wells Fargo Acct, in the amount of \$12,325, for  
21 the purchase of professional basketball tickets for UCC-F to  
22 entertain TYY-affiliated prescribers. The memo line of the  
23 check reads: "50% deposit on tickets."

24 Overt Act No. 28: On or about November 6, 2014, UCC-D  
25 caused Concierge to issue check number 1184 from the 7686 Wells  
26 Fargo Acct, in the amount of \$1,250,000, to TYY.

27 Overt Act No. 29: On or about November 20, 2014,  
28 defendant SHUT wrote a check for \$16,000 from Mise Marketing to

1 defendant JOSEPH's mother, in exchange for defendant JOSEPH's  
2 authorization of Kickback Tainted Prescriptions.

3 Overt Act No. 30: On or about November 20, 2014,  
4 defendant SHUT wrote a check for \$45,000 from Mise Marketing to  
5 a family member of defendant SIGMORELLI, in exchange for  
6 defendant SIGMORELLI's authorization of Kickback Tainted  
7 Prescriptions.

8 Overt Act No. 31: On or about November 26, 2014, UCC-E  
9 sent an email to UCC-L, writing:  
10 When the girls called the patients told them either nobody  
11 called them and they don't need refills or they said they  
12 have already said they don't want refills. So if that's  
13 the case why are these refills on your refill log when  
14 patients clearly have said they do not want any refills???  
15 UCC-L replied, "There were multiple patients that said they  
16 didn't want it due to costs but when we explained we have a  
17 hardship program they were interested."

18 Overt Act No. 32: On December 31, 2014, UCC-B caused TYY  
19 to issue check number 5054 from the 2106 Wells Fargo Acct to the  
20 Washington Wizards, in the amount of \$12,325, for the purchase  
21 of sporting event tickets provided to UCC-F to entertain TYY  
22 Prescribing UCCs and others. The memo line of the check read:  
23 "Final 50% deposit on tickets."

24 Overt Act No. 33: On or about February 6, 2015, UCC-B  
25 sent a group text to UCC-E, defendant SHUT, and a Concierge  
26 employee regarding defendant SIGMORELLI. In the text, UCC-B  
27 sent a screen shot of a text message from defendant SIGMORELLI.  
28 UCC-B indicated that defendant SIGMORELLI had given blanket

1 authorization for refills in perpetuity for all of his patients  
2 with prescriptions dispensed at the TYY-Affiliated Pharmacies.  
3 Defendant SIGMORELLI also advised that TYY representatives  
4 should only contact him directly and not contact his office  
5 staff regarding refills and other questions pertaining to  
6 prescriptions.

7 Overt Act No. 34: On or about February 25, 2015, co-  
8 conspirators caused Precise to issue check number 5163 from the  
9 Chase Bank account number ending in 5150 (the "5150 Chase  
10 Acct"), in the amount of \$400,000, to TYY.

11 Overt Act No. 35: On or about March 10, 2015, co-  
12 conspirators caused Precise to issue check number 1357 from the  
13 5150 Chase Acct, in the amount of \$1,500,000, to TYY.

14 Overt Act No. 36: On or about March 20, 2015, defendant  
15 SHUT wrote a check for \$60,000 from Mise Marketing to a family  
16 member of defendant SIGMORELLI, in exchange for defendant  
17 SIGMORELLI's authorization of Kickback Tainted Prescriptions.

18 Overt Act No. 37: On or about July 21, 2015, UCC-B, UCC-  
19 G, and a Concierge employee participated in a group text message  
20 chain. As part of the text chain, UCC-G wrote: "Ben-I'm gonna  
21 send u a boat load of patients-can we test run claims to see  
22 what's covered on these patients." The Concierge employee  
23 responded: "yeah."

24 Overt Act No. 38: On or about April 25, 2016, UCC-D sent  
25 an email to UCC-J, attaching a Concierge Employee Handbook,  
26 HIPPA form, I-9 form, W-4, and Direct Deposit forms. UCC-D  
27 added: "Congratulations on coming aboard. Please fill all  
28

1 applications and return to me to get you started as new  
2 employee."

3 Overt Act No. 39: On or about May 10, 2016, UCC-J sent an  
4 email to UCC-D, writing:

5 Basically DOL is about the only thing paying. However, I  
6 have a billing company I know that is doing wc billing for  
7 pharmacies and making a killing for pharmacies. They also  
8 do some wc billing for me. They can collect on at least  
9 60% of this report. I would like to be the guinea pig for  
10 you guys to try them. I know my adjudications will go up  
11 and you will make more money than doing this ourselves.

12 Overt Act No. 40: On or about May 16, 2016, the TYY-  
13 Related Owners issued employment agreements to UCC-I and his  
14 wife, who were purported employees of Precise.

15 Overt Act No. 41: On or about June 15, 2016, a Concierge  
16 employee sent an email to UCC-J, UCC-D, and another individual,  
17 with the subject line "RE: Commission Payment." The Concierge  
18 employee wrote:

19 Commissions will no longer be coming from Tyy Consulting,  
20 as TYY has been dissolved as of May 1, 2016, so commissions  
21 will no longer be paid out on the 15th of the month. Once  
22 all the paperwork has been signed and returned to CCRX  
23 (which I believe as of today it has been returned) then  
24 [UCC-D] will assign a representative from CCRX to have the  
25 reports to you on a regular basis."

26 Overt Act No. 42: On or about June 1, 2016, UCC-F entered  
27 into a consulting services agreement with Concierge, through  
28 Meditech Inc., for a \$75,000 monthly salary, purportedly

1 covering various marketing and advertising services, including  
2 "assistance in the preparation of marketing materials,"  
3 "consultation on pharmacy operations," "develop[ing] marketing  
4 strategies," "provid[ing] educational sessions for physicians  
5 and other healthcare providers," and "provid[ing] consultation  
6 on federal and state rules and regulations."  
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FORFEITURE ALLEGATION

[18 U.S.C. §§ 982(a)(7), 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

45. Pursuant to Rule 32.2(a), Fed. R. Crim. P., notice is hereby given to defendants SHUT, SIGNORELLI, and JOSEPH (collectively, the "defendants") that the United States will seek forfeiture as part of any sentence in accordance with Title 18, United States Code, Sections 982(a)(7) and 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), in the event of any defendant's conviction under Count One of this Indictment.

46. Defendants shall forfeit to the United States the following property:

a. all right, title, and interest in any and all property, real or personal, that constitutes or is derived, directly or indirectly, from the gross proceeds traceable to the commission of any offense set forth in Count One of this Indictment; and

b. a sum of money equal to the total value of the property described in subparagraph a. If more than one defendant is found guilty under Count One of this Indictment, each such defendant found guilty shall be liable for the entire amount forfeited pursuant to Count One of this Indictment.

47. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 982(b), each defendant shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as a result of any act or omission of a defendant, the property described in the preceding paragraph, or any portion thereof

- 1 (a) cannot be located upon the exercise of due diligence;  
2 (b) has been transferred, sold to or deposited with a third  
3 party; (c) has been placed beyond the jurisdiction of the Court;  
4 (d) has been substantially diminished in value; or (e) has been  
5 commingled with other property that cannot be divided without  
6 difficulty.

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8

A TRUE BILL

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Foreperson

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NICOLA T. HANNA  
United States Attorney

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LAWRENCE S. MIDDLETON  
Assistant United States Attorney  
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8 Attorneys for Plaintiff  
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 DOMENIC SIGMORELLI,

16 Defendant.

No. CR 18-315-RGK-2

PLEA AGREEMENT FOR DEFENDANT  
DOMENIC SIGMORELLI

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

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:  
26 a. At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty to the single-count  
28 indictment in United States v. Irena Shut, et al., CR 18-315-RGK-2,

1 which charges defendant with Conspiracy, in violation of 18 U.S.C.  
2 § 371.

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

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

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

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

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

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

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

21 i. Defendant understands and acknowledges that as a  
22 result of pleading guilty pursuant to this agreement, defendant will  
23 be excluded from Medicare, Medicaid, and all Federal health care  
24 programs. Defendant agrees to complete and execute all necessary  
25 documents provided by the United States Department of Health and  
26 Human Services, or any other department or agency of the federal  
27 government, to effectuate this exclusion within 60 days of receiving  
28 the documents. This exclusion will not affect defendant's right to

1 apply for and receive benefits as a beneficiary under any Federal  
2 health care program, including Medicare and Medicaid.

3 3. Defendant further agrees:

4 i. Truthfully to disclose to law enforcement  
5 officials, at a date and time to be set by the USAO, the location of,  
6 defendant's ownership interest in, and all other information known to  
7 defendant about, all monies, properties, and/or assets of any kind,  
8 derived from or acquired as a result of, or used to facilitate the  
9 commission of, defendant's illegal activities, and to forfeit all  
10 right, title, and interest in and to such items, specifically  
11 including all right, title, and interest in and to all such United  
12 States currency, property and assets, which defendant admits  
13 constitutes the proceeds of defendant's illegal activity and were  
14 used to facilitate defendant's criminal activity in violation of 18  
15 U.S.C. §§ 371, including the objects of the conspiracy. (the  
16 "Forfeitable Property").

17 b. To withdraw any claim defendant may have submitted to  
18 any federal agency in any administrative forfeiture proceedings  
19 commenced by that agency with respect to the Forfeitable Property.  
20 Defendant further waives his rights, if any, to any initial or  
21 further notice relative to any administrative forfeiture proceedings.  
22 Defendant understands, acknowledges, and agrees that the Forfeitable  
23 Property shall, at the sole election of the United States of America,  
24 be administratively forfeited to the United States of America without  
25 any further notice.

26 c. To the entry, as part of defendant's guilty plea, of a  
27 personal money judgment of forfeiture against defendant in the amount  
28 of nine hundred fifty-five thousand dollars (\$955,000), which sum

1 defendant admits defendant obtained, received, and/or possessed as a  
2 result of violations of 18 U.S.C. § 371, and which judgment defendant  
3 agrees can be enforced against assets owned by defendant. Defendant  
4 agrees to pay the personal money judgment of forfeiture, at least in  
5 part, as follows:

6 (i) within thirty (30) days of the sale of  
7 defendant's primary residence or defendant's execution of this plea  
8 agreement, whichever comes later, defendant shall pay \$500,000 by  
9 delivering to the USAO a cashier's check payable to the government  
10 entity identified in writing by the USAO; and

11 (ii) At least thirty (30) days before defendant's  
12 sentencing, defendant shall pay \$250,000 by delivering to the USAO a  
13 cashier's check payable to the government entity identified in  
14 writing by the USAO. Defendant further agrees to, alternatively,  
15 make the payments set forth above via wire transfer, rather than by  
16 delivery of a cashier's check, to an account designated in writing by  
17 the USAO, should the USAO in its sole discretion instruct Defendant  
18 in writing to do so.

19 d. To refrain from contesting the forfeiture (by filing a  
20 claim, statement of interest, petition for an ancillary proceeding,  
21 petition for remission or otherwise) of the Forfeitable Property in  
22 any administrative or judicial proceeding, or assisting any other  
23 person or entity in falsely contesting the forfeiture of the  
24 Forfeitable Property in any administrative or judicial proceeding.

25 e. To take all steps necessary to pass to the United  
26 States of America clear title to the Forfeitable Property, including,  
27 without limitation, the execution of consent judgments of forfeiture,  
28 the entry of any additional money judgments of forfeiture, the

1 identification of all monies, properties and assets of any kind owned  
2 and/or controlled by defendant, the liquidation of any item of the  
3 Forfeitable Property in the manner required by the United States of  
4 America in its sole discretion, the transmission of any item of the  
5 Forfeitable Property to the United States of America upon request by  
6 the USAO and the completion of any other legal documents required for  
7 the transfer of title to the Forfeitable Property to the United  
8 States of America.

9 f. To prevent the disbursement of the Forfeitable  
10 Property without the authorization of the USAO, if such disbursements  
11 are within defendant's direct or indirect control.

12 g. To the Court's entry of an order of forfeiture at or  
13 before sentencing with respect to the Forfeitable Property and to the  
14 forfeiture of the Forfeitable Property. Defendant knowingly and  
15 voluntarily waives (i) the requirements of Federal Rules of Criminal  
16 Procedure 32.2 and 43(a) regarding notice of the forfeiture in the  
17 charging instrument, announcement of the forfeiture at sentencing,  
18 and incorporation of the forfeiture in the judgment; (ii) all  
19 constitutional and statutory challenges in any manner (including by  
20 direct appeal, habeas corpus, or any other means) to any forfeiture  
21 carried out in accordance with this agreement on any grounds; and  
22 (iii) all constitutional, legal, and equitable defenses to the  
23 forfeiture of the Forfeitable Property in any proceeding on any  
24 grounds including, without limitation, that the forfeiture  
25 constitutes an excessive fine or punishment. Defendant also  
26 acknowledges and understands that the forfeiture of the Forfeitable  
27 Property is part of the sentence that may be imposed in this case and  
28

1 waives any failure by the Court to advise defendant of this, pursuant  
2 to Rule 11(b)(1)(J), at the time defendant's guilty plea is accepted.

3 h. That defendant shall receive a credit towards the  
4 payment of any restitution obligation the Court may impose in the  
5 amount of any property actually recovered in satisfaction of the  
6 money judgment of forfeiture.

7 4. Defendant further agrees to cooperate fully with the USAO,  
8 Federal Bureau of Investigation, United States Postal Service-Office  
9 of Inspector General, IRS-Criminal Investigation, and California  
10 Department of Insurance, and, as directed by the USAO, any other  
11 federal, state, local, or foreign prosecuting, enforcement,  
12 administrative, or regulatory authority. This cooperation requires  
13 defendant to:

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

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

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

23 d. If requested to do so by the USAO, act in an  
24 undercover capacity to the best of defendant's ability in connection  
25 with criminal investigations by federal, state, local, or foreign law  
26 enforcement authorities, in accordance with the express instructions  
27 of those law enforcement authorities. Defendant agrees not to act in  
28 an undercover capacity, tape record any conversations, or gather any

1 evidence except after a request by the USAO and in accordance with  
2 express instructions of federal, state, local, or foreign law  
3 enforcement authorities.

4 5. For purposes of this agreement: (1) "Cooperation  
5 Information" shall mean any statements made, or documents, records,  
6 tangible evidence, or other information provided, by defendant  
7 pursuant to defendant's cooperation under this agreement or pursuant  
8 to the letter agreement previously entered into by the parties, dated  
9 on or about November 8, 2017, as extended for subsequent proffer  
10 sessions and designated cooperation-related document productions (the  
11 "Letter Agreement"); and (2) "Plea Information" shall mean any  
12 statements made by defendant, under oath, at the guilty plea hearing  
13 and the agreed to factual basis statement in this agreement.

14 THE USAO'S OBLIGATIONS

15 6. The USAO agrees to:

16 a. Not contest facts agreed to in this agreement.

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

19 c. Except for criminal tax violations (including  
20 conspiracy to commit such violations chargeable under 18 U.S.C.  
21 § 371), not further criminally prosecute defendant for violations  
22 arising out of defendant's conduct described in the agreed-to factual  
23 basis set forth in paragraph 19 below and in the attached Exhibit A.  
24 Defendant understands that the USAO is free to criminally prosecute  
25 defendant for any other unlawful past conduct to the extent defendant  
26 has not expressly disclosed such unlawful conduct to the government,  
27 as specifically documented in law enforcement reports prior to the  
28 effective date of this agreement, or any unlawful conduct that occurs

1 after the date of this agreement. Defendant agrees that at the time  
2 of sentencing the Court may consider the uncharged conduct in  
3 determining the applicable Sentencing Guidelines range, the propriety  
4 and extent of any departure from that range, and the sentence to be  
5 imposed after consideration of the Sentencing Guidelines and all  
6 other relevant factors under 18 U.S.C. § 3553(a).

7 d. Subject to paragraph 21, at the time of sentencing,  
8 provided that defendant demonstrates an acceptance of responsibility  
9 for the offense up to and including the time of sentencing, recommend  
10 a two-level reduction in the applicable Sentencing Guidelines offense  
11 level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary,  
12 move for an additional one-level reduction if available under that  
13 section.

14 e. Recommend that defendant be sentenced to a term of  
15 imprisonment no higher than the low end of the applicable Sentencing  
16 Guidelines range, provided that the offense level used by the Court  
17 to determine that range is 25 or higher. For purposes of this  
18 agreement, the low end of the Sentencing Guidelines range is that  
19 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A,  
20 without regard to reductions in the term of imprisonment that may be  
21 permissible through the substitution of community confinement or home  
22 detention as a result of the offense level falling within Zone B or  
23 Zone C of the Sentencing Table.

24 7. The USAO further agrees:

25 a. Not to offer as evidence in its case-in-chief in the  
26 above-captioned case or any other criminal prosecution that may be  
27 brought against defendant by the USAO, or in connection with any  
28 sentencing proceeding in any criminal case that may be brought

1 against defendant by the USAO, any Cooperation Information.

2 Defendant agrees, however, that the USAO may use both Cooperation  
3 Information and Plea Information: (1) to obtain and pursue leads to  
4 other evidence, which evidence may be used for any purpose, including  
5 any criminal prosecution of defendant; (2) to cross-examine defendant  
6 should defendant testify, or to rebut any evidence offered, or  
7 argument or representation made, by defendant, defendant's counsel,  
8 or a witness called by defendant in any trial, sentencing hearing, or  
9 other court proceeding; and (3) in any criminal prosecution of  
10 defendant for false statement, obstruction of justice, or perjury.

11           b. Not to use Cooperation Information against defendant  
12 at sentencing for the purpose of determining the applicable guideline  
13 range, including the appropriateness of an upward departure, or the  
14 sentence to be imposed, and to recommend to the Court that  
15 Cooperation Information not be used in determining the applicable  
16 guideline range or the sentence to be imposed. Defendant  
17 understands, however, that Cooperation Information will be disclosed  
18 to the probation office and the Court, and that the Court may use  
19 Cooperation Information for the purposes set forth in U.S.S.G.  
20 § 1B1.8(b) and for determining the sentence to be imposed.

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

24           d. If the USAO determines, in its exclusive judgment,  
25 that defendant has both complied with defendant's obligations under  
26 paragraphs 2 through 4 above and provided substantial assistance to  
27 law enforcement in the prosecution or investigation of another  
28 ("substantial assistance"), to move the Court pursuant to U.S.S.G.

1 § 5K1.1 to fix an offense level and corresponding guideline range  
2 below that otherwise dictated by the sentencing guidelines, and to  
3 recommend a term of imprisonment within this reduced range.

4 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

5 8. Defendant understands the following:

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

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

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

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

24 NATURE OF THE OFFENSE

25 9. Defendant understands that for defendant to be guilty of  
26 the crime charged in the single-count indictment, that is,  
27 conspiracy, in violation of Title 18, United States Code, Section  
28 371, the following must be true: (1) between in or about November

1 2012 and in or about June 2016, there was an agreement between two or  
2 more persons to commit violations of Title 18, United States Code,  
3 Sections 1341, 1343, and 1346 (Honest Services Mail and Wire Fraud);  
4 Title 18, United States Code, Section 1952(a)(3) (Interstate Travel  
5 in Aid of Bribery); Title 18, United States Code, Section 1957  
6 (Monetary Transactions in Property Derived from Specified Unlawful  
7 Activity); and Title 42, United States Code, Section 1320a-7b(b)(1),  
8 (b)(2) (Solicitation/Receipt and Offering/Paying Kickbacks in  
9 Connection with a Federal Health Care Program); (2) the defendant  
10 became a member of the conspiracy knowing of at least one of its  
11 objects and intending to help accomplish it; and (3) one of the  
12 members of the conspiracy performed at least one overt act for the  
13 purpose of carrying out the conspiracy.

14 10. Defendant understands that Honest Services Mail and Wire  
15 Fraud, in violation of Title 18, United States Code, Sections 1341  
16 and 1346, and 1343 and 1346, each an object of the conspiracy charged  
17 in the indictment, has the following elements: (1) the defendant  
18 devised or participated in a scheme or plan to deprive a patient of  
19 his or her right to honest services; (2) the scheme or plan included  
20 payments of kickbacks and bribes to medical professionals in exchange  
21 for medical services or items; (3) the medical professionals owed a  
22 fiduciary duty to the patients; (4) the defendant acted with the  
23 intent to defraud by depriving the patients of their right of honest  
24 services of the medical professionals; (5) the defendant's act was  
25 material, that is, it had a natural tendency to influence, or was  
26 capable of influencing, a patient's acts; and (6) the defendant used,  
27 or caused someone to use, the mails and a wire communication to carry  
28 out or attempt to carry out the scheme or plan.

1           11. Defendant understands that Interstate Travel in Aid of  
2 Bribery, in violation of Title 18, United States Code, Section  
3 1952(a)(3), one of the objects of the conspiracy charged in the  
4 indictment, has the following elements: (1) defendant used the mail  
5 or a facility of interstate commerce with the intent to promote,  
6 manage, establish, or carry on, or facilitate the promotion,  
7 management, establishment, or carrying on, of unlawful activity,  
8 specifically payment and receipt of kickbacks and bribes in violation  
9 of California Business & Professions Code § 650 and California  
10 Insurance Code § 750; and (2) after doing so, defendant performed or  
11 attempted to perform an act to promote, manage, establish, or carry  
12 on, or facilitate the promotion, management, establishment, or  
13 carrying on, of such unlawful activity.

14           12. Defendant understands that Transactional Money Laundering,  
15 in violation of Title 18, United States Code, Section 1957, one of  
16 the objects of the conspiracy charged in the indictment, has the  
17 following elements: (1) the defendant knowingly engaged or attempted  
18 to engage in a monetary transaction; (2) the defendant knew the  
19 transaction involved criminally derived property; (3) the property  
20 had a value greater than \$10,000; (4) the property was, in fact,  
21 derived from specified unlawful activity, namely, honest services  
22 mail or wire fraud, health care fraud, or illegal kickbacks for  
23 health care referrals; and (5) the transaction occurred in the United  
24 States.

25           13. Defendant understands that Payment or Receipt of Kickbacks  
26 in Connection with a Federal Health Care Program, in violation of  
27 Title 42, United States Code, Sections 1320a-7b(b)(2) and (b)(1),  
28 each an object of the conspiracy charged in the indictment, has the

1 following elements: (1) defendant knowingly and willfully paid or  
2 received remuneration, directly or indirectly, in cash or in kind, to  
3 or from another person; (2) the remuneration was given to induce that  
4 person to refer an individual for the furnishing or arranging for the  
5 furnishing of any item or service for which payment may be made in  
6 whole or in part under a Federal health care program; and  
7 (3) defendant knew that such payment of remuneration was illegal.

8 PENALTIES AND RESTITUTION

9 14. Defendant understands that the statutory maximum sentence  
10 that the Court can impose for a violation of Title 18, United States  
11 Code, Section 371, as charged in count one of the indictment, is:  
12 five years' imprisonment, a three-year period of supervised release;  
13 a fine of \$250,000 or twice the gross gain or gross loss resulting  
14 from the offense, whichever is greater; and a mandatory special  
15 assessment of \$100.

16 15. Defendant understands that defendant will be required to  
17 pay full restitution to the victims of the offense to which defendant  
18 is pleading guilty. Defendant agrees that, in return for the USAO's  
19 compliance with its obligations under this agreement, the Court may  
20 order restitution to persons other than the victims of the offense to  
21 which defendant is pleading guilty and in amounts greater than those  
22 alleged in the count to which defendant is pleading guilty. In  
23 particular, defendant agrees that the Court may order restitution to  
24 any victim of any of the following for any losses suffered by that  
25 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.  
26 § 1B1.3, in connection with the offenses to which defendant is  
27 pleading guilty; and (b) any charges not prosecuted pursuant to this  
28

1 agreement as well as all relevant conduct, as defined in U.S.S.G.  
2 § 1B1.3, in connection with those charges.

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

12 17. Defendant understands that, by pleading guilty, defendant  
13 may be giving up valuable government benefits and valuable civic  
14 rights, such as the right to vote, the right to possess a firearm,  
15 the right to hold office, and the right to serve on a jury.  
16 Defendant understands that once the court accepts defendant's guilty  
17 plea, it will be a federal felony for defendant to possess a firearm  
18 or ammunition. Defendant understands that the conviction in this  
19 case may also subject defendant to various other collateral  
20 consequences, including but not limited to revocation of probation,  
21 parole, or supervised release in another case, mandatory exclusion  
22 from providing services for any federal health care benefit program  
23 for at least five years, and suspension or revocation of a  
24 professional license. Defendant understands that unanticipated  
25 collateral consequences will not serve as grounds to withdraw  
26 defendant's guilty plea.

27 18. Defendant understands that, if defendant is not a United  
28 States citizen, the felony conviction in this case may subject

1 defendant to: removal, also known as deportation, which may, under  
2 some circumstances, be mandatory; denial of citizenship; and denial  
3 of admission to the United States in the future. The court cannot,  
4 and defendant's attorney also may not be able to, advise defendant  
5 fully regarding the immigration consequences of the felony  
6 convictions in this case. Defendant understands that unexpected  
7 immigration consequences will not serve as grounds to withdraw  
8 defendant's guilty plea.

9 FACTUAL BASIS

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

19 SENTENCING FACTORS

20 20. Defendant understands that in determining defendant's  
21 sentence the Court is required to calculate the applicable Sentencing  
22 Guidelines range and to consider that range, possible departures  
23 under the Sentencing Guidelines, and the other sentencing factors set  
24 forth in 18.U.S.C. § 3553(a). Defendant understands that the  
25 Sentencing Guidelines are advisory only, that defendant cannot have  
26 any expectation of receiving a sentence within the calculated  
27 Sentencing Guidelines range, and that after considering the  
28 Sentencing Guidelines and the other § 3553(a) factors, the Court will

1 be free to exercise its discretion to impose any sentence it finds  
 2 appropriate up to the maximum set by statute for the offenses of  
 3 conviction.

4 21. Defendant and the USAO stipulate and agree to the following  
 5 applicable Sentencing Guidelines factors:

6 Base Offense Level:	7	[U.S.S.G. § 2B1.1(a)(2)]
7 Loss between \$3.5M and \$9.5M:	+18	[U.S.S.G. § 2B1.1(b)(1)(O)]
8 More than 10 victims:	+2	[U.S.S.G. § 2B1.1(b)(2)(A)]
9 Federal health care offense w/ 10 government health care program loss > \$7M:	+3	[U.S.S.G. § 2B1.1(b)(7)(ii)]
11 Sophisticated means:	+2	[U.S.S.G. § 2B1.1(b)(10)(C)]
12 Abuse of Position of Trust:	+2	[U.S.S.G. § 3B1.3]
13 Acceptance of Responsibility	-3	[U.S.S.G. § 3E1.1]

14  
 15 The USAO will agree to a two-level downward adjustment for acceptance  
 16 of responsibility (and, if applicable, move for an additional one-  
 17 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the  
 18 conditions set forth in paragraphs 2 through 4 are met and if  
 19 defendant has not committed, and refrains from committing, acts  
 20 constituting obstruction of justice within the meaning of U.S.S.G.  
 21 § 3C1.1, as discussed below. Subject to paragraph 35 below,  
 22 defendant and the USAO agree not to seek, argue, or suggest in any  
 23 way, either orally or in writing, that any other specific offense  
 24 characteristics, adjustments, or departures relating to the offense  
 25 level be imposed. Defendant agrees, however, that if, after signing  
 26 this agreement but prior to sentencing, defendant were to commit an  
 27 act, or the USAO were to discover a previously undiscovered act  
 28 committed by defendant prior to signing this agreement, which act, in

1 the judgment of the USAO, constituted obstruction of justice within  
2 the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the  
3 enhancement set forth in that section and to argue that defendant is  
4 not entitled to a downward adjustment for acceptance of  
5 responsibility under U.S.S.G. § 3E1.1.

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

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

12 WAIVER OF STATUTE OF LIMITATIONS

13 24. Having been fully advised by defendant's attorney regarding  
14 application of the statute of limitations to the offense to which  
15 defendant is pleading guilty, defendant hereby knowingly,  
16 voluntarily, and intelligently waives, relinquishes, and gives up:  
17 (a) any right that defendant might have not to be prosecuted for the  
18 offense to which defendant is pleading guilty because of the  
19 expiration of the statute of limitations for the offense prior to the  
20 filing of the indictment alleging that offense; and (b) any defense,  
21 claim, or argument defendant could raise or assert that prosecution  
22 of the offense to which defendant is pleading guilty is barred by the  
23 expiration of the applicable statute of limitations, pre-indictment  
24 delay, or any speedy trial violation.

25 WAIVER OF CONSTITUTIONAL RIGHTS

26 25. Defendant understands that by pleading guilty, defendant  
27 gives up the following rights:

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



1                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2           27. Defendant agrees that, provided the Court imposes a term of  
3 imprisonment within the total statutory maximum, defendant gives up  
4 the right to appeal all of the following: (a) the procedures and  
5 calculations used to determine and impose any portion of the  
6 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
7 fine imposed by the court, provided it is within the statutory  
8 maximum; (d) the amount and terms of any restitution order; (e) the  
9 term of probation or supervised release imposed by the Court,  
10 provided it is within the statutory maximum; and (f) any of the  
11 following conditions of probation or supervised release imposed by  
12 the Court: the conditions set forth in General Orders 318, 01-05,  
13 and/or 05-02 of this Court; the drug testing conditions mandated by  
14 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use  
15 conditions authorized by 18 U.S.C. § 3563(b)(7)..

16           28. Defendant also gives up any right to bring a post-  
17 conviction collateral attack on the convictions or sentence,  
18 including any order of restitution, except a post-conviction  
19 collateral attack based on a claim of ineffective assistance of  
20 counsel, a claim of newly discovered evidence, or an explicitly  
21 retroactive change in the applicable Sentencing Guidelines,  
22 sentencing statutes, or statutes of conviction.

23           29. The USAO agrees that, provided all portions of the sentence  
24 are at or below the statutory maximum specified above, the USAO gives  
25 up its right to appeal any portion of the sentence.

26                   RESULT OF WITHDRAWAL OF GUILTY PLEA

27           30. Defendant agrees that if, after entering a guilty plea  
28 pursuant to this agreement, defendant seeks to withdraw and succeeds

1 in withdrawing defendant's guilty plea on any basis other than a  
2 claim and finding that entry into this plea agreement was  
3 involuntary, then (a) the USAO will be relieved of all of its  
4 obligations under this agreement, including in particular its  
5 obligations regarding the use of Cooperation Information; (b) in any  
6 investigation, criminal prosecution, or civil, administrative, or  
7 regulatory action, defendant agrees that any Cooperation Information  
8 and any evidence derived from any Cooperation Information shall be  
9 admissible against defendant, and defendant will not assert, and  
10 hereby waives and gives up, any claim under the United States  
11 Constitution, any statute, or any federal rule, that any Cooperation  
12 Information or any evidence derived from any Cooperation Information  
13 should be suppressed or is inadmissible; and (c) should the USAO  
14 choose to pursue any charge that was not filed as a result of this  
15 agreement, then (i) any applicable statute of limitations will be  
16 tolled between the date of defendant's signing of this agreement and  
17 the filing commencing any such action; and (ii) defendant waives and  
18 gives up all defenses based on the statute of limitations, any claim  
19 of pre-indictment delay, or any speedy trial claim with respect to  
20 any such action, except to the extent that such defenses existed as  
21 of the date of defendant's signing this agreement.

22 EFFECTIVE DATE OF AGREEMENT

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

26 BREACH OF AGREEMENT

27 32. Defendant agrees that if defendant, at any time after the  
28 effective date of this agreement, knowingly violates or fails to

1 perform any of defendant's obligations under this agreement ("a  
2 breach"), the USAO may declare this agreement breached. For example,  
3 if defendant knowingly, in an interview, before a grand jury, or at  
4 trial, falsely accuses another person of criminal conduct or falsely  
5 minimizes defendant's own role, or the role of another, in criminal  
6 conduct, defendant will have breached this agreement. All of  
7 defendant's obligations are material, a single breach of this  
8 agreement is sufficient for the USAO to declare a breach, and  
9 defendant shall not be deemed to have cured a breach without the  
10 express agreement of the USAO in writing. If the USAO declares this  
11 agreement breached, and the Court finds such a breach to have  
12 occurred, then:

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

16           b. The USAO will be relieved of all its obligations under  
17 this agreement; in particular, the USAO: (i) will no longer be bound  
18 by any agreements concerning sentencing and will be free to seek any  
19 sentence up to the statutory maximum for the crime to which defendant  
20 has pleaded guilty; and (ii) will no longer be bound by any agreement  
21 regarding the use of Cooperation Information and will be free to use  
22 any Cooperation Information in any way in any investigation, criminal  
23 prosecution, or civil, administrative, or regulatory action.

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

27           d. In any investigation, criminal prosecution, or civil,  
28

1 administrative, or regulatory action: (i) defendant will not assert,  
2 and hereby waives and gives up, any claim that any Cooperation  
3 Information was obtained in violation of the Fifth Amendment  
4 privilege against compelled self-incrimination; and (ii) defendant  
5 agrees that any Cooperation Information and any Plea Information, as  
6 well as any evidence derived from any Cooperation Information or any  
7 Plea Information, shall be admissible against defendant, and  
8 defendant will not assert, and hereby waives and gives up, any claim  
9 under the United States Constitution, any statute, Rule 410 of the  
10 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of  
11 Criminal Procedure, or any other federal rule, that any Cooperation  
12 Information, any Plea Information, or any evidence derived from any  
13 Cooperation Information or any Plea Information should be suppressed  
14 or is inadmissible.

15 33. Following the Court's finding of a knowing breach of this  
16 agreement by defendant, should the USAO choose to pursue any charge  
17 that was not filed as a result of this agreement, then:

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

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

26 COURT AND PROBATION OFFICE NOT PARTIES

27 34. Defendant understands that the Court and the United States  
28

1 Probation Office are not parties to this agreement and need not  
2 accept any of the USAO's sentencing recommendations or the parties'  
3 agreements to facts or sentencing factors.

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

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

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NO ADDITIONAL AGREEMENTS

37. Defendant understands that, except as set forth in this agreement, 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.

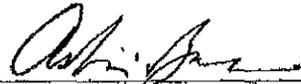
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

38. 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.

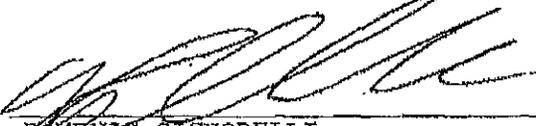
AGREED AND ACCEPTED

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

NICOLA T. HANNA  
United States Attorney

  
\_\_\_\_\_  
ASHWIN JANAKIRAM  
Assistant United States Attorney

7/23/2018  
Date

  
\_\_\_\_\_  
DOMENIC SIGNORELLI  
Defendant

7/22/18  
Date

  
\_\_\_\_\_  
MEGHAN A. BLANCO  
Attorney for Defendant  
DOMENIC SIGNORELLI

7/22/18  
Date

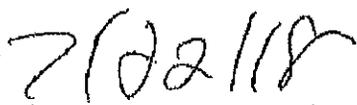
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CERTIFICATION OF DEFENDANT

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



DOMENIC SIGMORELLI  
Defendant



Date

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CERTIFICATION OF DEFENDANT'S ATTORNEY

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



MEGHAN A. BLANCO  
Attorney for Defendant  
DOMENIC SIGMORELLI

7/22/18  
Date

1 EXHIBIT A

2 STATEMENT OF FACTS

3 Relevant Entities

4 TYY Consulting, Inc. ("TYY") purported to provide "marketing  
5 consulting services" to pharmacies, specifically including Concierge  
6 Compounding Pharmaceuticals, Inc. ("Concierge") and Precise  
7 Compounding Pharmacy, Inc. ("Precise") (collectively, "the TYY-  
8 Affiliated Pharmacies").

9 Irena Shut ("Shut") was a TYY "marketing" representative, based  
10 in Los Angeles, California, who, through her entity, Mise Marketing,  
11 was paid percentage-based commissions for facilitating the referral  
12 of prescriptions for compounded drugs and other items reimbursed by  
13 health care benefit programs to the TYY-Affiliated Pharmacies.

14 Defendant and Robert Joseph ("Joseph") were podiatrists licensed  
15 in California, who, in exchange for kickback and bribe payments from  
16 Shut, wrote prescriptions for compounded drugs that were routed to  
17 the TYY-Affiliated Pharmacies.

18 The Kickback and Bribe Arrangements

19 Shut used a portion of her referral payments from TYY and the  
20 TYY-Affiliated Pharmacies to pay kickbacks and bribes to defendant  
21 and at least one other prescribing physician. Specifically, between  
22 in or about September 2013 and July 2016, Shut paid defendant  
23 approximately \$955,000, concealed through various means, including  
24 payments to two members of defendant's family, in exchange for  
25 authorizing prescriptions for compounded drugs that were dispensed at  
26 the TYY-Related Pharmacies. Relatedly, between in or about October  
27 2013 and January 2016, Shut paid Joseph kickbacks and bribes, through  
28 Joseph's mother, in exchange for Joseph authorizing prescriptions for

1 compounded drugs that were dispensed at the TYY-Related Pharmacies.  
2 Defendant and Joseph discussed with each other the nature and  
3 operation of their kickback and bribe arrangements with Shut.

4 Knowledge/Willfulness

5 Defendant and his co-conspirators knew that the payment of  
6 kickbacks and bribes for the referral of prescriptions for compounded  
7 drugs was illegal. Defendant further understood that had he stopped  
8 authorizing prescription referrals for the TYY-Related Pharmacies,  
9 Shut would cease making payments to defendant's family members.  
10 Moreover, the payment of kickbacks and bribes for the referral of  
11 prescriptions for compounded drugs was material to health care  
12 benefit programs and patients. The use of interstate wires and  
13 mailings to execute essential parts of the scheme was foreseeable to  
14 defendant. Moreover, mailings and interstate wires were used to  
15 execute essential parts of the scheme.

16 Effects of the Conspiracy

17 In furtherance of the conspiracy, Shut directly and indirectly  
18 compensated defendant a total of approximately \$955,000, in exchange  
19 for authorizing prescriptions for compounded drugs for dispensing at  
20 the TYY-Affiliated Pharmacies. The Affected Health Care Programs  
21 paid the TYY-Affiliated Pharmacies approximately \$14 million for the  
22 kickback tainted prescriptions authorized by defendant.

23 Overt Acts

24 In furtherance of the conspiracy and to accomplish its objects,  
25 defendant and his co-conspirators committed various overt acts within  
26 the Central District of California, and elsewhere, specifically  
27 including, but not limited to, the following:  
28

1        Overt Act No. 1:        On or about September 30, 2014, Shut sent an  
2 email to two TYY owners, writing, in part, "Help." The email  
3 forwarded another email from an employee of defendant, which  
4 cautioned defendant to be "aware of the issues with the labor dept."  
5 The forwarded email included a faxed letter from the medical director  
6 of the TSA workers' compensation case management program to  
7 defendant, which expressed concern over defendant's then-ongoing and  
8 frequent prescribing of costly compounded topical medications to a  
9 TSA employee who had returned to duty eighteen months earlier, with  
10 no difficulty or issues involving his prior foot injury.

11        Overt Act No. 2:        On or about November 20, 2014, Shut wrote a  
12 check for \$16,000 from Mise Marketing to Joseph's mother, in exchange  
13 for Joseph's authorization of prescriptions for compounded drugs for  
14 dispensing at the TYY-Affiliated Pharmacies.

15        Overt Act No. 3:        On or about November 20, 2014, Shut wrote a  
16 check for \$45,000 from Mise Marketing to a family member of  
17 Signorelli, in exchange for Signorelli's authorization of  
18 prescriptions for compounded drugs for dispensing at the TYY-  
19 Affiliated Pharmacies.

20        Overt Act No. 4:        On or about February 6, 2015, Shut and  
21 individuals affiliated with TYY and Concierge participated in a text  
22 message thread regarding defendant. In the text, a TYY owner  
23 indicated that defendant had given blanket authorization for refills  
24 in perpetuity for all of his patients with prescriptions dispensed at  
25 the TYY-Affiliated Pharmacies. Shut also advised that TYY  
26 representatives should only contact defendant directly and not  
27 contact his office staff regarding refills and other questions  
28 pertaining to prescriptions.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES – GENERAL

Case No: 2:18-cr-00315-RGK Date: 7/25/2018

Present: The Honorable R. GARY KLAUSNER, United States District Judge

Interpreter: N/A

<u>Sharon Williams</u> <i>Deputy Clerk</i>	<u>Sandra MacNeil</u> <i>Court Reporter</i>	<u>Ashwin Janakiram</u> <i>Assistant U.S. Attorney</i>
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USA v. DEFENDANT(S) PRESENT      ATTORNEYS PRESENT FOR DEFENDANT(S)

2. Domenic Signorelli, Bond

2. Meghan Blanco, Retained

**PROCEEDINGS:      CHANGE OF PLEA**

- Defendant moves to change plea to the Indictment.
- Defendant sworn.
- Defendant enters a new and different plea of GUILTY to 1.
- The Court questions the defendant regarding plea of GUILTY and FINDS that a factual basis has been laid and further FINDS the plea is knowledgeable and voluntarily made. The Court ORDERS the plea accepted and entered.
- The Court refers the defendant to the Probation Office for investigation and and the matter is continued to Monday, October 22, 2018 at 10:00 AM for sentencing. The Probation Officer is hereby directed to disclose the Presentence Report on or before September 17, 2018.
- Position papers are due 14 days before sentencing. Responsive documents are due 7 days before sentencing.
- The Court vacates the September 4, 2018 trial date as to this defendant.

:25  
Initials of Deputy Clerk: sw

cc: USPO

PASPRT

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA (Western Division - Los Angeles)  
CRIMINAL DOCKET FOR CASE #: 2:18-cr-00315-RGK-2**

Case title: USA v. Shut et al

Date Filed: 05/24/2018

Assigned to: Judge R. Gary Klausner

**Defendant (2)**

**Domenic Signorelli**

represented by **Meghan A Blanco**

Law Offices of Meghan Blanco  
28202 Cabot Road Suite 300  
Laguna Niguel, CA 92677  
949-296-9869  
Fax: 949-606-8988  
Email: mblanco@meghanblanco.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*  
*Designation: Retained*

**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

**Ashwin Janakiram**

AUSA - Office of the US Attorney

General Crimes Section

312 North Spring Street Suite 1100

Los Angeles, CA 90012

213-894-2875

Fax: 213-894-6269

Email: ashwin.janakiram@usdoj.gov

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED**Designation: Assistant US Attorney*

<b>Date Filed</b>	<b>#</b>	<b>Docket Text</b>
05/24/2018	<u>1</u>	INDICTMENT filed as to Irena Shut (1) count(s) 1, Domenic Signorelli (2) count(s) 1, Robert Joseph (3) count(s) 1. (dg) (Entered: 05/31/2018)
05/24/2018	<u>3</u>	CASE SUMMARY filed by AUSA Ashwin Janakiram as to Defendant Domenic Signorelli; defendants Year of Birth: 1967 (dg) (Entered: 05/31/2018)
05/24/2018	<u>6</u>	EX PARTE APPLICATION to Seal Case Filed by Plaintiff USA as to Defendant Irena Shut, Domenic Signorelli, Robert Joseph. (dg) (Entered: 05/31/2018)
05/24/2018	<u>7</u>	ORDER by Magistrate Judge Steve Kim: granting <u>6</u> EX PARTE APPLICATION to Seal Case as to Irena Shut (1), Domenic Signorelli (2), Robert Joseph (3) (dg) (Entered: 05/31/2018)
05/24/2018	<u>8</u>	MEMORANDUM filed by Plaintiff USA as to Defendant Irena Shut, Domenic Signorelli, Robert Joseph. This criminal action, being filed on 5/24/18, was not pending in the U. S. Attorneys Office before the date on which Judge Andre Biotte Jr and Michael Fitzgerald began receiving criminal matters. (dg) (Entered: 05/31/2018)
05/24/2018	<u>9</u>	MEMORANDUM filed by Plaintiff USA as to Defendant Irena Shut, Domenic Signorelli, Robert Joseph Re Magistrate Judges Jacqueline Chooljian, Patrick J. Walsh, Sheri Pym, Michael Wilner, Jean Rosenbluth, Alka Sagar, Douglas McCormick, Rozella Oliver, Gail Standish, Steve Kim, John Early and Shashi H. Kewalramani. (dg) (Entered: 05/31/2018)
06/22/2018	<u>11</u>	REQUEST to Unseal Indictment and Recalling Arrest Warrant Filed by Plaintiff USA as to Defendant Irena Shut, Domenic Signorelli, Robert Joseph. (dg) (Entered: 06/25/2018)
06/22/2018	<u>12</u>	ORDER by Magistrate Judge Rozella A. Oliver: granting <u>11</u> REQUEST to Unseal Indictment and Recalling Arrest Warrant as to Irena Shut (1), Domenic Signorelli (2), Robert Joseph (3) (dg) (Entered: 06/25/2018)
07/12/2018	<u>15</u>	MINUTES OF ARREST ON INDICTMENT HEARING held before Magistrate Judge Alka Sagar as to Defendant Domenic Signorelli. Defendant states true name as charged. Attorney: Meghan A Blanco for Domenic Signorelli, Retained, present. Court orders bail set as: Domenic Signorelli (2) \$50,000

		Appearance Bond, see attached for terms and conditions. Defendant remanded to the custody of the USM. RELEASE ORDER NO 37646 Court Smart: CS 7/12/18. (mhe) (Entered: 07/16/2018)
07/12/2018	<u>16</u>	DESIGNATION AND APPEARANCE OF COUNSEL; filed by Meghan A Blanco appearing for Domenic Signorelli (mhe) (Entered: 07/16/2018)
07/12/2018	<u>17</u>	PASSPORT RECEIPT from U. S. Pretrial Services as to Defendant Domenic Signorelli. USA passport was received on 7/12/18. (mhe) (Entered: 07/16/2018)
07/12/2018	<u>18</u>	ADVISEMENT OF STATUTORY & CONSTITUTIONAL RIGHTS filed by Defendant Domenic Signorelli. (mhe) (Entered: 07/16/2018)
07/12/2018	<u>19</u>	BOND AND CONDITIONS OF RELEASE filed as to Defendant Domenic Signorelli conditions of release: \$500,000 Unsecured Appearance Bond, see attached bond for terms and conditions approved by Magistrate Judge Alka Sagar. (mhe) (Entered: 07/16/2018)
07/12/2018	<u>20</u>	REDACTED AFFIDAVIT OF SURETIES (No Justification - Pursuant to Local Criminal Rule 46-5.2.8) in the amount of \$50,000 by surety: Domenic Signorelli for Bond and Conditions (CR-1) <u>19</u> . Filed by Defendant Domenic Signorelli (mhe) (Entered: 07/16/2018)
07/12/2018	<u>21</u>	UNREDACTED Affidavit of Surety (No Justification) filed by Defendant Domenic Signorelli re: Affidavit of Surety (No Justification)(CR-4) <u>20</u> (mhe) (Entered: 07/16/2018)
07/12/2018	<u>22</u>	MINUTES OF POST-INDICTMENT ARRAIGNMENT: held before Magistrate Judge Alka Sagar as to Defendant Domenic Signorelli (2) Count 1. Defendant arraigned, states true name: As charged. Defendant entered not guilty plea to all counts as charged. Attorney: Meghan Blanco, Retained present. Case assigned to Judge R. Gary Klausner. Jury Trial set for 9/4/2018 09:00 AM before Judge R. Gary Klausner. Court Smart: CS 07/12/2018. (tba) (Entered: 07/17/2018)
07/19/2018	<u>23</u>	SCHEDULING NOTICE TO ALL PARTIES AND ORDER by Judge R. Gary Klausner as to Defendant Domenic Signorelli. A Change of Plea Hearing has been placed on calendar for 7/25/2018 at 10:00 am. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (sw) TEXT ONLY ENTRY (Entered: 07/19/2018)
07/23/2018	<u>24</u>	PLEA AGREEMENT filed by Plaintiff USA as to Defendant Domenic Signorelli (Janakiram, Ashwin) (Entered: 07/23/2018)
07/25/2018	<u>31</u>	MINUTES OF Change of Plea Hearing held before Judge R. Gary Klausner as to Defendant Domenic Signorelli. Defendant sworn. Court questions defendant regarding the plea. The Defendant Domenic Signorelli (2) pleads GUILTY to Count 1. The plea is accepted. The Court ORDERS the preparation of a Presentence Report. Sentencing set for 10/22/2018 10:00 AM before Judge R. Gary Klausner. Terms of bond to remain pending sentencing. Court Reporter: Sandra MacNeil. (sw) (Entered: 07/25/2018)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
07/30/2018 16:26:02			
<b>PACER Login:</b>	Odlegal94612:2536794:0	<b>Client Code:</b>	AFU
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	2:18-cr-00315-RGK End date: 7/30/2018
<b>Billable Pages:</b>	2	<b>Cost:</b>	0.20