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

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

October 2015 Grand Jury

CR15-0629

UNITED STATES OF AMERICA,

CR No. 15-

Plaintiff,

I N D I C T M E N T

v.

[18 U.S.C. § 1341: Mail Fraud;  
18 U.S.C. § 2(b): Causing An Act  
To Be Done]

SERGIO AMADOR and  
DAVID GOMEZ,

Defendants.

The Grand Jury charges:

COUNTS ONE THROUGH TWENTY

[18 U.S.C. §§ 1341, 2(b)]

A. INTRODUCTORY ALLEGATIONS

1. At all times relevant to this Indictment:

a. The International Longshore and Warehouse Union,  
formerly known as the International Longshoremen's and Warehousemen's  
Union ("ILWU"), together with various ILWU locals in different port  
locations, represented dock workers at ports on the West Coast of the  
United States, including at the ports of Los Angeles and Long Beach  
within the Central District of California.

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1           b.     The Pacific Maritime Association ("PMA") represented  
2 member organizations involved in the shipping industry and arranged  
3 on their behalf for the hiring of dock workers at ports on the West  
4 Coast of the United States, including at the ports of Los Angeles and  
5 Long Beach within the Central District of California.

6           c.     The International Longshoremen's and Warehousemen's  
7 Union - Pacific Maritime Association Welfare Plan (the "ILWU-PMA  
8 Welfare Plan") was a benefit plan, established by agreement between  
9 the ILWU and PMA and affecting commerce, that provided a variety of  
10 benefits, including health care benefits, to eligible active and  
11 retired ILWU members and their qualified dependents and survivors.  
12 Eligible recipients of health care benefits under the ILWU-PMA  
13 Welfare Plan had an annual choice to have those benefits provided  
14 through either a Health Maintenance Organization ("HMO") or a self-  
15 funded program that, effective July 1, 2000, was the ILWU-PMA Welfare  
16 Plan Self Funded Programs Coastwise Indemnity Plan (the "Plan"). The  
17 Plan was funded almost entirely by the PMA.

18           d.     The Plan reimbursed providers of medical services,  
19 including physicians, chiropractors, and medical clinics  
20 (collectively "providers"), that treated patients covered by the Plan  
21 ("Plan members"). Each Plan member was issued a subscriber  
22 identification card that identified the Plan member by a unique  
23 identification number ("Plan member ID Number").

24           e.     The Plan required providers to submit claim forms in  
25 order to receive reimbursement for medical services provided to  
26 subscribers. Among other information, providers were required to  
27 include in the claim forms: (i) the Plan member's name and ID Number;  
28 (ii) the type of service provided (identified by a standardized



1 procedure code number known as a "CPT Code"); (iii) the date the  
2 service was provided; (iv) the charge for the service; (v) the  
3 diagnosis (identified by a standardized diagnostic code number, the  
4 "ICD-9 Diagnosis Code"); and (vi) the provider's name and/or  
5 identification number.

6 f. Effective July 1, 2000, the Plan was administered by  
7 the ILWU-PMA Benefit Plans office, with claims processed and paid  
8 through the ILWU-PMA Coastwise Claims Office ("Coastwise Claims").  
9 Subsequently, the Plan shifted to using a third party administrator  
10 ("TPA"), which, from 2008 until 2013, was CIGNA, but claims for  
11 medical services provided to Plan members continued to be processed  
12 and paid through Coastwise Claims. Coastwise Claims used the United  
13 States mail to send to providers reimbursement checks resulting from  
14 processed claims.

15 g. The Plan had a Preferred Provider Organization  
16 ("PPO"). For medical services provided by providers within the PPO,  
17 the Plan generally covered 100% of the PPO charge with no deductible  
18 and without requiring Plan members receiving the services to  
19 contribute any copay amount or incur any other out-of-pocket costs.

20 h. The Plan provided coverage for chiropractic services  
21 and had a PPO for chiropractic services, which, effective as of July  
22 1, 2009, was the Chiropractic Health Plan of California ("CHPC").  
23 For chiropractic services provided by a CHPC provider, the Plan  
24 covered 100% of CHPC charges, with no out-of-pocket cost to the Plan  
25 member receiving the chiropractic services. The chiropractic  
26 services covered by the Plan included office visits, up to a maximum  
27 of 40 related to any particular "diagnosis," and up to a maximum of  
28 18 related to "symptoms" in the absence of a "diagnosis."

1           i.     The CHPC had a Code of Conduct that was developed to  
2 address specific areas of concern relating to the Plan's chiropractic  
3 benefit. Among other things, the Code of Conduct: (i) prohibited the  
4 offering of any incentive, including rebates, free or discounted  
5 treatments, or gifts of any type, to Plan members for recruiting them  
6 as patients; (ii) prohibited solicitation, recruitment, or any other  
7 promotional or educational contact with Plan members by a CHPC  
8 provider, the provider's staff, or any of the provider's employees or  
9 agents at or around union halls, union offices, dispatch  
10 halls/centers, or any other union facility or place of business;  
11 (iii) required treatments provided to a Plan member to be medically  
12 necessary and only to address the specific condition as diagnosed and  
13 documented in the Plan member's patient's history; and (iv) required  
14 adjunctive therapies and procedures to be used only to support and  
15 facilitate chiropractic care.

16           2.     At all times relevant to this Indictment, defendants SERGIO  
17 AMADOR and DAVID GOMEZ were residents of Los Angeles County,  
18 California, within the Central District of California. Defendants  
19 AMADOR and GOMEZ were members of ILWU Local 13, which was based in  
20 Los Angeles County, within the Central District of California.

21           3.     On or about April 17, 2009, defendants AMADOR and GOMEZ,  
22 and C.R., created and caused to be created, through filings with the  
23 California Secretary of State, a corporation called "Port Medical  
24 Associates, Inc." In or about early 2009, defendants AMADOR and  
25 GOMEZ, and C.R., opened a clinic, operating under the name "Port  
26 Medical," at 2530 Atlantic Boulevard, Suite A, Long Beach,  
27 California, within the Central District of California.

1           4.    On or about April 9, 2010, defendants AMADOR and GOMEZ, and  
2 C.R., created and caused to be created, through filings with the  
3 California Secretary of State, a corporation called "Port Medical San  
4 Pedro Inc." In or about early 2010, defendants AMADOR and GOMEZ, and  
5 C.R., opened a second clinic, also operating under the name "Port  
6 Medical," at 407 North Harbor Boulevard, San Pedro, California,  
7 within the Central District of California.

8           5.    Both Port Medical clinics purported to offer general  
9 medical and chiropractic care through medical providers hired and  
10 caused to be hired by defendants AMADOR and GOMEZ, and C.R.,  
11 including, in particular, K.M., who was a licensed chiropractor and  
12 member of the CHPC.

13           6.    In or about December 2008, defendants AMADOR and GOMEZ, and  
14 C.R., created and caused to be created, through filings with the  
15 California Secretary of State, a medical management company called  
16 "DCS Medical Management LLC" ("DCS"). In or about March and  
17 September 2010, respectively, defendants AMADOR and GOMEZ, and C.R.,  
18 created and caused to be created, through filings with the California  
19 Secretary of State, two additional medical management companies:  
20 Chosen Medical Management LLC ("Chosen") and Ramport Medical  
21 Management LLC ("Ramport"). On or about the following dates,  
22 defendants AMADOR and GOMEZ, and C.R., opened and caused to be opened  
23 at J.P. Morgan Chase Bank the following accounts (each identified by  
24 the last four digits of the account number) for these medical  
25 management companies:

26 ///

27 ///



Date	Company	Account
March 6, 2009	DCS	***3393 ("DCS 3393 Account")
March 29, 2010	Chosen	***6061 ("Chosen 6061 Account")
August 16, 2010	Ramport	***9842 ("Ramport 9842 Account")
January 12, 2011	Ramport	***6169 ("Ramport 6169 Account")

B. THE FRAUDULENT SCHEME

7. Beginning on or about April 17, 2009, and continuing through in or about September 2012, in Los Angeles County, within the Central District of California, defendants AMADOR and GOMEZ, together with others known and unknown to the Grand Jury, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud the Plan as to material matters, and to obtain money and property from the Plan by means of material false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

8. The fraudulent scheme was carried out, in substance, as follows:

a. Defendants AMADOR and GOMEZ incorporated and caused to be incorporated Port Medical, and obtained and caused to be obtained for Port Medical a provider identification number for use in making claims for reimbursement to the Plan.

b. Defendants AMADOR and GOMEZ incorporated and caused to be incorporated DCS, Chosen, and Ramport, and opened and caused to be opened bank accounts for DCS, Chosen, and Ramport for use in receiving funds from Port Medical, which funds defendants AMADOR and GOMEZ then used and caused to be used to, among other things: (i) pay

1 themselves; and (ii) pay incentives to and on behalf of Plan members  
2 in return for those Plan members receiving medical and chiropractic  
3 services at Port Medical and encouraging other Plan members to also  
4 receive medical and chiropractic services at Port Medical.

5 c. Defendants AMADOR and GOMEZ recruited, and caused  
6 others to recruit, Plan members to receive medical and chiropractic  
7 services at Port Medical, including by offering and causing to be  
8 offered to those Plan members incentives, including sponsorships of  
9 sports teams, cash payments, free massages and facials, and other  
10 gifts and services, in return for those Plan members receiving  
11 medical and chiropractic services at Port Medical and encouraging  
12 other Plan members to also receive medical and chiropractic services  
13 at Port Medical.

14 d. Defendants AMADOR and GOMEZ caused Plan members  
15 receiving chiropractic services at Port Medical to sign multiple  
16 sign-in stickers. Defendants AMADOR and GOMEZ also caused others to  
17 print and sign Plan members' names on sign-in stickers. Defendants  
18 AMADOR and GOMEZ then used, and caused others to use, these sign-in  
19 stickers to create chart entries falsely representing that  
20 chiropractic services had been provided to Plan members on dates when  
21 no such services had actually been provided.

22 e. Defendants AMADOR and GOMEZ encouraged, and caused  
23 others to encourage, Plan members to go to Port Medical to receive  
24 massages, heat and ice treatments, and other physical therapy  
25 treatments that were not medically necessary, did not address any  
26 specific condition of the patient that had been the subject of a  
27 proper diagnosis, and were not used to support and facilitate  
28 chiropractic care. Defendants AMADOR and GOMEZ then created, and



1 caused others to create, chart entries that were materially false and  
2 misleading in that they represented that the services provided were  
3 medically necessary, addressed specific conditions of patients that  
4 had been properly diagnosed, and were used to support and facilitate  
5 chiropractic care.

6 f. Knowing that the chiropractic services being billed  
7 had not actually been provided, were not medically necessary, did not  
8 address specific conditions of patients that had been properly  
9 diagnosed, and were not used to facilitate chiropractic care,  
10 defendants AMADOR and GOMEZ caused to be submitted to the Plan claims  
11 for reimbursement for these chiropractic services that were  
12 materially false and misleading in that they represented that the  
13 services had been provided, were medically necessary, addressed  
14 specific conditions of patients that had been properly diagnosed, and  
15 were used to support and facilitate chiropractic care, and concealed  
16 material facts, in that they concealed that the Plan members for whom  
17 claims were being submitted had been recruited to receive  
18 chiropractic services at Port Medical through the use of monetary and  
19 other incentives.

20 g. Defendants AMADOR and GOMEZ caused, and directed  
21 others to cause, Port Medical to transfer funds derived from checks  
22 received in the mail from the Plan to the DCS 3393 Account, Chosen  
23 6061 Account, Rampart 9842 Account, and Rampart 6169 Account. From  
24 these accounts, defendants AMADOR and GOMEZ wrote, and caused others  
25 to write, checks transferring funds to themselves, and making  
26 payments to and on behalf of Plan members to provide them with  
27 incentives to receive, and encourage others to receive, medical and  
28 chiropractic services at Port Medical.



9. By means of the fraudulent scheme described above, defendants AMADOR and GOMEZ caused the Plan to pay to Port Medical at least \$225,000.

C. THE USE OF THE MAIL

10. On or about the dates set forth below, defendants AMADOR and GOMEZ, together with others known and unknown to the Grand Jury, for the purpose of executing and attempting to execute the above described scheme to defraud, caused to be placed in a post office and authorized depository for mail matter the following checks drawn on a Coastwise Claims account to be sent and delivered by the United States Postal Service to Port Medical, in Los Angeles County, within the Central District of California:

COUNT	DATE	ITEM MAILED
ONE	December 29, 2010	Check No. 7218695 payable to Port Medical in the amount of \$216.18 in payment of a claim for chiropractic services purportedly provided to C.V. (E.R.'s daughter) on or about November 16, 2010
TWO	December 29, 2010	Check No. 7218701 payable to Port Medical in the amount of \$246.23 in payment of a claim for chiropractic services purportedly provided to E.R. on or about November 16, 2010
THREE	December 29, 2010	Check No. 7218686 payable to Port Medical in the amount of \$432.36 in payment of a claim for chiropractic services purportedly provided to C.V. (E.R.'s daughter) on or about November 27 & 30, 2010
FOUR	December 29, 2010	Check No. 7218704 payable to Port Medical in the amount of \$216.18 in payment of a claim for chiropractic services purportedly provided to E.R. on or about November 30, 2010

FIVE	February 1, 2011	Check No. 7281537 payable to Port Medical in the amount of \$429.88 in payment of a claim for chiropractic services purportedly provided to H.V. (J.V.'s daughter) on or about November 2 & 9, 2010
SIX	February 1, 2011	Check No. 7281549 payable to Port Medical in the amount of \$736.11 in payment of a claim for chiropractic services purportedly provided to J.V. on or about November 2, 9, & 16, 2010
SEVEN	February 1, 2011	Check No. 7281554 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to J.V-M. (J.V.'s son) on or about November 2, 2010
EIGHT	February 1, 2011	Check No. 7281560 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to L.V. (J.V.'s daughter) on or about November 2, 2010
NINE	February 1, 2011	Check No. 7281562 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to F.V. (J.V.'s daughter) on or about November 2, 2010
TEN	February 1, 2011	Check No. 7281538 payable to Port Medical in the amount of \$285.75 in payment of a claim for chiropractic services purportedly provided to D.V. (J.V.'s daughter) on or about November 9, 16, & 23, 2010
ELEVEN	February 1, 2011	Check No. 7281548 payable to Port Medical in the amount of \$644.82 in payment of a claim for chiropractic services purportedly provided to H.V. (J.V.'s daughter) on or about November 16, 23, & 30, 2010



1	TWELVE	February 1, 2011	Check No. 7281550 payable to Port Medical in the amount of \$490.74 in payment of a claim for chiropractic services purportedly provided to J.V. on or about November 23 & 30, 2010
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4	THIRTEEN	February 2, 2011	Check No. 7284904 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to D.V. (J.V.'s daughter) on or about November 30, 2010
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8	FOURTEEN	April 27, 2011	Check No. 7461388 payable to Port Medical in the amount of \$312.00 in payment of a claim for chiropractic services purportedly provided to D.B. on or about January 26, 2011
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10			
11	FIFTEEN	April 27, 2011	Check No. 7461389 payable to Port Medical in the amount of \$312.00 in payment of a claim for chiropractic services purportedly provided to D.B. on or about February 2, 2011
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14			
15	SIXTEEN	April 27, 2011	Check No. 7461391 payable to Port Medical in the amount of \$312.00 in payment of a claim for chiropractic services purportedly provided to D.B. on or about February 16, 2011
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17			
18	SEVENTEEN	April 29, 2011	Check No. 7464661 payable to Port Medical in the amount of \$95.25 in payment of a claim for chiropractic services purportedly provided to D.V. (J.V.'s daughter) on or about November 2, 2010
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22	EIGHTEEN	May 26, 2011	Check No. 7521095 payable to Port Medical in the amount of \$214.94 in payment of a claim for chiropractic services purportedly provided to J.C. on or about January 22, 2011
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25	NINETEEN	August 16, 2011	Check No. 7660619 payable to Port Medical in the amount of \$357.96 in payment of a claim for chiropractic services purportedly provided to L.L. on or about July 6, 2011
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28			




1 2 3 4	TWENTY	August 16, 2011	Check No. 7660620 payable to Port Medical in the amount of \$245.37 in payment of a claim for chiropractic services purportedly provided to L.L. on or about July 11, 2011
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Foreperson

EILEEN M. DECKER  
United States Attorney

  
LAWRENCE S. MIDDLETON  
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Chief, Criminal Division

GEORGE S. CARDONA  
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4/26/2016

CM/ECF - California Central District

PASPR,PROTORD

**UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF  
CALIFORNIA (Western Division - Los Angeles)  
CRIMINAL DOCKET FOR CASE #: 2:15-cr-00629-JAK-2**

Case title: USA v. Amador et al

Date Filed: 11/18/2015

Assigned to: Judge John A. Kronstadt

**Defendant (2)****David Gomez**represented by **Anthony V Salerno**

Anthony V Salerno and Associates

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310-286-7262

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**LEAD ATTORNEY****ATTORNEY TO BE NOTICED***Designation: Retained***Richard D Goldman**

Federal Public Defenders Office

321 East 2nd Street

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213-894-4791

Fax: 213-894-0081

Email: richard\_goldman@fd.org

**TERMINATED: 01/11/2016****LEAD ATTORNEY****ATTORNEY TO BE NOTICED***Designation: Public Defender or  
Community Defender Appointment***Pending Counts**

18:1341,2(b) MAIL FRAUD; CAUSING  
AN ACT TO BE DONE  
(1-20)

**Highest Offense Level (Opening)**

Felony

**Disposition**

4/26/2016

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**Terminated Counts****Disposition**

None

**Highest Offense Level (Terminated)**

None

**Complaints****Disposition**

None

**Plaintiff**

USA

represented by **George S Cardona**

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 Chief Assistant United State Attorney  
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**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**  
*Designation: Assistant US Attorney*

<b>Date Filed</b>	<b>#</b>	<b>Docket Text</b>
11/18/2015	<u>1</u>	INDICTMENT filed as to Sergio Amador (1) count(s) 1-20, David Gomez (2) count(s) 1-20. Offense occurred in LA. (ja) (Entered: 12/02/2015)
11/18/2015	<u>4</u>	EX PARTE APPLICATION to Seal Indictment and Related Documents Filed by Plaintiff USA as to Defendant Sergio Amador, David Gomez. (ja) (Entered: 12/02/2015)
11/18/2015	<u>5</u>	ORDER by Magistrate Judge Jacqueline Chooljian granting <u>4</u> EX PARTE APPLICATION to Seal Indictment and Related Documents as to Sergio Amador (1), David Gomez (2) (ja) (Entered: 12/02/2015)
11/18/2015	<u>7</u>	CASE SUMMARY filed by AUSA George S Cardona as to Defendant David Gomez; defendant's Year of Birth: 1963 (ja) (Entered: 12/02/2015)
11/18/2015	<u>8</u>	MEMORANDUM filed by Plaintiff USA as to Defendant Sergio Amador, David Gomez in regards to the following Magistrate Judges: Jacqueline Chooljian, Patrick J. Walsh, Sheri Pym, Michael Wilner, Alka Sagar, Jean Rosenbluth, Douglas McCormick, Rozella Oliver (ja) (Entered: 12/02/2015)
11/18/2015	<u>9</u>	MEMORANDUM filed by Plaintiff USA as to Defendant Sergio Amador, David Gomez. This criminal action, being filed on 11/18/15, was pending in the U. S. Attorneys Office before the date on which Judge Andre Birotte Jr began receiving criminal matters, it was not pending in the U. S. Attorneys Office before the date on which Judge Michael W. Fitzgerald began receiving criminal matters (ja) (Entered: 12/02/2015)



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12/07/2015	<u>16</u>	REPORT COMMENCING CRIMINAL ACTION as to Defendant David Gomez; defendant's Year of Birth: 1963; date of arrest: 12/7/2015 (ja) (Entered: 12/09/2015)
12/07/2015	<u>17</u>	MINUTES OF ARREST ON INDICTMENT HEARING held before Magistrate Judge Jean P. Rosenbluth as to Defendant David Gomez. Defendant states true name as charged. Attorney: Richard D Goldman for David Gomez, Deputy Federal Public Defender, present for today's hearing only. Defendant not entitled to appointment of counsel. Court orders bail set as: David Gomez (2) \$10,000 Appearance Bond, SEE ATTACHED BOND FOR TERMS AND CONDITIONS. Defendant remanded to the custody of the USM. Court Smart: CS 12/7/15. (ja) (Entered: 12/09/2015)
12/07/2015	<u>18</u>	STATEMENT OF CONSTITUTIONAL RIGHTS filed by Defendant David Gomez (ja) (Entered: 12/09/2015)
12/07/2015	<u>19</u>	DECLARATION RE: PASSPORT filed by Defendant David Gomez, declaring that I have been issued a passport or other travel document(s), but they are not currently in my possession. I will surrender any passport or other travel document(s) issued to me, to the U.S. Pretrial Services Agency by the deadline imposed. I will not apply for a passport or other travel document during the pendency of this case. (ja) (Entered: 12/09/2015)
12/07/2015	<u>21</u>	FINANCIAL AFFIDAVIT filed as to Defendant David Gomez. (Not for Public View pursuant to the E-Government Act of 2002) (ja) (Entered: 12/09/2015)
12/07/2015	<u>24</u>	REDACTED AFFIDAVIT OF SURETIES (No Justification - Pursuant to Local Criminal Rule 46-5.2.8) in the amount of \$10,000 by surety: Jose Salome Gomez for Bond and Conditions Filed by Defendant David Gomez (ja) (Entered: 12/09/2015)
12/07/2015	<u>25</u>	UNREDACTED Affidavit of Surety filed by Defendant David Gomez re: Affidavit of Surety (No Justification)(CR-4) <u>24</u> (ja) (Entered: 12/09/2015)
12/07/2015	<u>27</u>	MINUTES OF POST-INDICTMENT ARRAIGNMENT: held before Magistrate Judge Jean P. Rosenbluth as to Defendant David Gomez (2) Count 1-20. Defendant arraigned, states true name: As charged. Defendant entered not guilty plea to all counts as charged. Attorney: Richard D. Goldman, Deputy Federal Public Defender present. Case assigned to Judge John A. Kronstadt. Jury Trial set for 2/2/2016 09:00 AM before Judge John A. Kronstadt. Pretrial Conference set for 1/21/2016 08:30 AM before Judge John A. Kronstadt. Court Smart: 12/07/2015. (tba) (Entered: 12/09/2015)
12/08/2015	<u>29</u>	BOND AND CONDITIONS OF RELEASE filed as to Defendant David Gomez conditions of release: \$10,000 Appearance Bond approved by Magistrate Judge Jean P. Rosenbluth. (ja) (Entered: 12/11/2015)
12/08/2015	<u>30</u>	PASSPORT RECEIPT from U. S. Pretrial Services as to Defendant David Gomez. USA passport was received on 12/8/15. Re: Bond and Conditions (CR-1) <u>29</u> . (ja) (Entered: 12/11/2015)
12/09/2015	<u>12</u>	EX PARTE APPLICATION for Protective Order Filed by Plaintiff USA as to Defendant Sergio Amador, David Gomez. (Attachments: # <u>1</u> Proposed Order [Proposed Protective Order]) (Cardona, George) (Entered: 12/09/2015)

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12/14/2015	<u>31</u>	ORDER GRANTING PLAINTIFF'S EX PARTE APPLICATION RE PROTECTIVE ORDER GOVERNING DISCOVERY by Judge John A. Kronstadt: granting <u>12</u> EX PARTE APPLICATION for Protective Order as to Sergio Amador (1), David Gomez (2). See Order For Specifics. (bp) (Entered: 12/15/2015)
12/23/2015	<u>32</u>	STATUS REPORT filed by Plaintiff USA as to Defendant Sergio Amador, David Gomez [ <i>JOINT REPORT REGARDING DISCOVERY (BY GOVERNMENT COUNSEL AND COUNSEL FOR DEFENDANT AMADOR)</i> ] (Cardona, George) (Entered: 12/23/2015)
12/26/2015	<u>33</u>	(IN CHAMBERS) ORDER SETTING DATE FOR UPDATED REPORT ON DISCOVERY AND REPRESENTATION OF DEFENDANT DAVID GOMEZ (2) (DKT. <u>32</u> ) by Judge John A. Kronstadt: On December 7, 2015, the Defendant was arraigned before Judge Rosenbluth. She denied Defendant's request that counsel other than the Office of the Federal Public Defender be appointed to represent him. However, she directed that Richard Goldman, a Deputy Federal Public Defender, was to represent Defendant for the limited purpose of the arraignment hearing. Dkt. <u>17</u> . The Court has reviewed the Status Report filed on behalf of the Government and Defendant Sergio Amador (the "Report"). Dkt. <u>32</u> . The Report states that the Government has not served discovery on Defendant Gomez because it is not clear whether Gomez intends to retain private counsel or represent himself. The Government reports that it has recently learned that Gomez intends to retain Tony Salerno as private counsel in this action. In light of the foregoing, the Court orders Goldman to confer with Gomez no later than January 4, 2016, to determine whether he wishes to proceed as a self-represented party or plans to retain private counsel. If Defendant Gomez wishes to represent himself, Goldman shall file the appropriate substitution of attorney application and proposed order by January 6, 2016. If Defendant Gomez wishes to retain counsel, newly retained counsel shall file the appropriate substitution application and proposed order by January 6, 2016. The Government shall confer with either Defendant Gomez or newly retained counsel by January 8, 2016, at which time all discovery shall be produced. The Government shall file an updated joint report no later than January 11, 2016, which shall provide a status of discovery, representation of Gomez, and any other outstanding issues. If Gomez elects to represent himself in this matter, the Court will schedule a hearing at which that issue will be addressed with Gomez. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY.(ake) TEXT ONLY ENTRY (Entered: 12/26/2015)
12/28/2015	<u>34</u>	EX PARTE APPLICATION for Discovery of Grand Jury Materials [ <i>GOVERNMENT'S EX PARTE APPLICATION FOR ORDER AUTHORIZING DISCLOSURE OF GRAND JURY MATERIALS IN DISCOVERY</i> ] Filed by Plaintiff USA as to Defendant Sergio Amador, David Gomez. (Attachments: # <u>1</u> Proposed Order) (Cardona, George) (Entered: 12/28/2015)
01/05/2016	<u>35</u>	ORDER GRANTING EX PARTE APPLICATION AUTHORIZING DISCLOSURE OF GRAND JURY by Judge John A. Kronstadt: IT IS HEREBY ORDERED that, subject to the terms of the Protective Order Regarding Discovery in place in this case (Dkt. 31), the government may disclose to counsel for defendants Amador and Gomez those grand jury transcripts and exhibits that the government determines it appropriate to disclose as discovery in this case, <u>34</u> (bp) (Entered: 01/06/2016)



4/26/2016

CM/ECF - California Central District

01/06/2016	<u>36</u>	REQUEST TO SUBSTITUTE ATTORNEY Anthony V. Salerno in place of attorney Richard D. Goldman Filed by Defendant David Gomez. (Salerno, Anthony) (Entered: 01/06/2016)
01/08/2016	<u>37</u>	(IN CHAMBERS) ORDER RE FAILURE TO FILE PRETRIAL DOCUMENTS PURSUANT TO THE COURT'S STANDING ORDERS by Judge John A. Kronstadt: The Final Pretrial Conference for both Defendants Sergio Amador and David Gomez is currently set for January 21, 2016. Pursuant to the Court's Standing Orders, pretrial documents are to have been filed no later than 14 days prior to the date set for the Final Pretrial Conference. There have been no pretrial documents filed. Moreover, a stipulation to continue the trial or a plea agreement has not been filed. Counsel shall file no later than January 11, 2016: a plea agreement; a speedy trial stipulation to be signed by counsel and the Defendants; or all pretrial documents as required by the Court's Standing Order. A failure to follow the Court's Orders may result in the imposition of sanctions. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY.(jaklel, ) TEXT ONLY ENTRY (Entered: 01/08/2016)
01/08/2016	<u>38</u>	REQUEST TO SUBSTITUTE ATTORNEY Anthony V. Salerno in place of attorney Richard D. Goldman Filed by Defendant David Gomez. (Attachments: # <u>1</u> Proposed Order Substitution of Attorney) (Salerno, Anthony) (Entered: 01/08/2016)
01/10/2016	<u>39</u>	STATUS REPORT filed by Plaintiff USA as to Defendant Sergio Amador, David Gomez [JOINT STATUS REPORT] (Cardona, George) (Entered: 01/10/2016)
01/10/2016	<u>40</u>	STIPULATION to Continue TRIAL from FEBRUARY 2, 2016 to JUNE 21, 2016 [STIPULATION REGARDING REQUEST FOR (1) CONTINUANCE OF TRIAL DATE AND (2) FINDINGS OF EXCLUDABLE TIME PERIODS PURSUANT TO SPEEDY TRIAL ACT] filed by Plaintiff USA as to Defendant Sergio Amador, David Gomez (Attachments: # <u>1</u> Proposed Order)(Cardona, George) (Entered: 01/10/2016)
01/11/2016	<u>41</u>	ORDER by Judge John A. Kronstadt: GRANTING <u>36</u> <u>38</u> REQUEST for Approval of Substitution of Attorney Anthony V Salerno in place and stead of Richard D. Goldman. Attorney Richard D Goldman terminated. as to David Gomez (2) (shb) (Entered: 01/11/2016)
01/12/2016	<u>42</u>	ORDER GRANTING REQUEST FOR CONTINUANCE OF TRIAL DATE AND FINDINGS OF EXCLUDABLE TIME PERIODS PURSUANT TO SPEEDY TRIAL ACT by Judge John A. Kronstadt as to Defendant Sergio Amador, David Gomez, re Stipulation to Continue, <u>40</u> . The trial in this matter is continued from February 2, 2016 to June 14, 2016, at 9:00 a.m. The final pretrial conference is continued from Janauary 21, 2016 to June 2, 2016, at 8:30 a.m. The time period of February 2, 2015 to June 21, 2016, inclusive, is excluded in computing the time within which the trial must commence pursuant to 18 U.S.C. 3161(h)(7)(O), (H)(7)(b)(I), (H)(7)(b)(II), AND (H)(7)(b)(IV).. ORDER TO CONTINUE Trial by Judge John A. Kronstadt as to Defendant Sergio Amador, David Gomez. ( Jury Trial set for 6/14/2016 09:00 AM before Judge John A. Kronstadt., Pretrial Conference set for 6/2/2016 08:30 AM before Judge John A. Kronstadt.) (bp) (Entered: 01/14/2016)



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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 SERGIO AMADOR,

16 Defendant.

No. CR 15-629-JAK

PLEA AGREEMENT FOR DEFENDANT  
SERGIO AMADOR

17  
18 1. This constitutes the plea agreement between Sergio Amador  
19 ("defendant") and the United States Attorney's Office for the Central  
20 District of California (the "USAO") in the above-captioned case.  
21 This agreement is limited to the USAO and cannot bind any other  
22 federal, state, local, or foreign prosecuting, enforcement,  
23 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 count six of the  
28 indictment in United States v. SERGIO AMADOR, et al., CR No. 15-629-

1 JAK, which charges defendant with mail fraud in violation of 18  
2 U.S.C. § 1341.

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 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

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

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

26 c. At the time of sentencing, move to dismiss the  
27 remaining counts of the indictment as against defendant. Defendant  
28 agrees, however, that at the time of sentencing the Court may

1 consider any dismissed charges in determining the applicable  
2 Sentencing Guidelines range, the propriety and extent of any  
3 departure from that range, and the sentence to be imposed.

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

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

21 NATURE OF THE OFFENSE

22 4. Defendant understands that for defendant to be guilty of  
23 the crime charged in count six of the indictment, that is, mail  
24 fraud, in violation of 18 U.S.C. § 1341, the following must be true:  
25 (a) defendant knowingly participated in a scheme or plan to defraud,  
26 or a scheme or plan for obtaining money or property by means of false  
27 or fraudulent pretenses, representations, or promises; (b) the  
28 statements made or facts omitted as part of the scheme were material,



1 that is, they had a natural tendency to influence, or were capable of  
2 influencing, a person to part with money or property; (c) defendant  
3 acted with the intent to defraud, that is, the intent to deceive or  
4 cheat; and (d) defendant used, or caused to be used, the mails to  
5 carry out or attempt to carry out an essential part of the scheme.  
6 For purposes of the fourth element above, a mailing is caused when  
7 one knows that the mails will be used in the ordinary course of  
8 business or when one can reasonably foresee such use; it does not  
9 matter whether the material mailed was itself false or deceptive so  
10 long as the mail was used as a part of the scheme, nor does it matter  
11 whether the scheme or plan was successful or that any money or  
12 property was obtained.

#### 13 PENALTIES AND RESTITUTION

14 5. Defendant understands that the statutory maximum sentence  
15 that the Court can impose for a violation of 18 U.S.C. § 1341 (mail  
16 fraud) is: 20 years imprisonment; a 3-year period of supervised  
17 release; a fine of \$250,000 or twice the gross gain or gross loss  
18 resulting from the offense, whichever is greatest; and a mandatory  
19 special assessment of \$100.

20 6. Defendant understands that defendant will be required to  
21 pay full restitution to the victim of the offense to which defendant  
22 is pleading guilty. Defendant agrees that, in return for the USAO's  
23 compliance with its obligations under this agreement, the Court may  
24 order restitution to persons other than the victim of the offense to  
25 which defendant is pleading guilty and in amounts greater than those  
26 alleged in the count to which defendant is pleading guilty. In  
27 particular, defendant agrees that the Court may order restitution to  
28 any victim of any of the following for any losses suffered by that

1 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.  
2 § 1B1.3, in connection with the offense to which defendant is  
3 pleading guilty; and (b) any counts dismissed pursuant to this  
4 agreement as well as all relevant conduct, as defined in U.S.S.G.  
5 § 1B1.3, in connection with those counts. The parties currently  
6 believe that the applicable amount of restitution is approximately  
7 \$201,000, but recognize and agree that this amount could change based  
8 on facts that come to the attention of the parties prior to  
9 sentencing.

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

19 8. Defendant understands that, by pleading guilty, defendant  
20 may be giving up valuable government benefits and valuable civic  
21 rights, such as the right to vote, the right to possess a firearm,  
22 the right to hold office, and the right to serve on a jury.  
23 Defendant understands that once the court accepts defendant's guilty  
24 plea, it will be a federal felony for defendant to possess a firearm  
25 or ammunition. Defendant understands that the conviction in this  
26 case may also subject defendant to various other collateral  
27 consequences, including but not limited to revocation of probation,  
28 parole, or supervised release in another case and suspension or

1 revocation of a professional license. Defendant understands that  
2 unanticipated collateral consequences will not serve as grounds to  
3 withdraw defendant's guilty plea.

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

#### 14 FACTUAL BASIS

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

#### 24 SENTENCING FACTORS

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



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

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

11 Base Offense Level: 7 U.S.S.G. § 2B1.1(a)(1)

12 Specific Offense  
13 Characteristics:

14 Intended Loss > \$250,000 but  
< \$550,000 +12 U.S.S.G. § 2B1.1(b)(1)(G)

15 Defendant and the USAO reserve the right to argue that additional  
16 specific offense characteristics, adjustments, and departures under  
17 the Sentencing Guidelines are appropriate. In particular, the USAO  
18 reserves the right to argue that a 2-level increase for sophisticated  
19 means should apply under U.S.S.G. § 2B1.1(b)(10)(C), and that a 2 to  
20 4-level increase for aggravating role should apply under U.S.S.G.  
21 § 3B1.1, while defendant reserves the right to argue that no  
22 increases should be applied under these Sentencing Guidelines  
23 sections.

24 13. Provided that defendant demonstrates an acceptance of  
25 responsibility for the offense to which defendant is pleading guilty  
26 up to and including the time of sentencing, then, taking into account  
27 all of the factors listed in 18 U.S.C. § 3553(a)(1)-(7), and based on  
28 a number of unique circumstances in this case, including but not

1 limited to defendant's early acceptance of responsibility as  
2 demonstrated by defendant making timely admissions regarding  
3 defendant's role in the crimes alleged in the indictment, both in an  
4 August 14, 2013 interview and signed affidavit and in a proffer to  
5 the USAO on March 3, 2016; the additional information provided by  
6 defendant during the March 3 proffer; the resources saved by the  
7 government and the Court due to this early disposition; and the  
8 unique nature of the offense and defendant's role in the offense, the  
9 USAO will further recommend that defendant's sentence be reduced from  
10 the advisory sentencing guideline range by the equivalent of 3 levels  
11 as a downward variance in accordance with United States v. Booker,  
12 543 U.S. 220 (2005).

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

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

19 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 22 a. The right to persist in a plea of not guilty.
- 23 b. The right to a speedy and public trial by jury.
- 24 c. The right to be represented by counsel -- and if  
25 necessary have the court appoint counsel -- at trial. Defendant  
26 understands, however, that, defendant retains the right to be  
27 represented by counsel -- and if necessary have the court appoint  
28 counsel -- at every other stage of the proceeding.

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

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

6 f. The right to testify and to present evidence in  
7 opposition to the charges, including the right to compel the  
8 attendance of witnesses to testify.

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

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

15 WAIVER OF APPEAL OF CONVICTION

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

21 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

22 18. Defendant agrees that, provided the Court imposes a total  
23 term of imprisonment on all counts of conviction of no more than 18  
24 months, defendant gives up the right to appeal all of the following:  
25 (a) the procedures and calculations used to determine and impose any  
26 portion of the sentence; (b) the term of imprisonment imposed by the  
27 Court; (c) the fine imposed by the court, provided it is within the  
28 statutory maximum; (d) the amount and terms of any restitution order,



1 provided it requires payment of no more than \$201,000; (e) the term  
2 of probation or supervised release imposed by the Court, provided it  
3 is within the statutory maximum; and (f) any of the following  
4 conditions of probation or supervised release imposed by the Court:  
5 the conditions set forth in General Orders 318, 01-05, and/or 05-02  
6 of this Court; the drug testing conditions mandated by 18 U.S.C.  
7 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions  
8 authorized by 18 U.S.C. § 3563(b)(7).

9 19. The USAO agrees that, provided (a) all portions of the  
10 sentence are at or below the statutory maximum specified above and  
11 (b) the Court imposes a term of imprisonment of no less than 12  
12 months, the USAO gives up its right to appeal any portion of the  
13 sentence, with the exception that the USAO reserves the right to  
14 appeal the amount of restitution ordered if that amount is less than  
15 \$201,000.

16 RESULT OF WITHDRAWAL OF GUILTY PLEA

17 20. Defendant agrees that if, after entering a guilty plea  
18 pursuant to this agreement, defendant seeks to withdraw and succeeds  
19 in withdrawing defendant's guilty plea on any basis other than a  
20 claim and finding that entry into this plea agreement was  
21 involuntary, then (a) the USAO will be relieved of all of its  
22 obligations under this agreement; and (b) should the USAO choose to  
23 pursue any charge that was dismissed as a result of this agreement,  
24 then (i) any applicable statute of limitations will be tolled between  
25 the date of defendant's signing of this agreement and the filing  
26 commencing any such action; and (ii) defendant waives and gives up  
27 all defenses based on the statute of limitations, any claim of pre-  
28 indictment delay, or any speedy trial claim with respect to any such

1 action, except to the extent that such defenses existed as of the  
2 date of defendant's signing this agreement.

3 EFFECTIVE DATE OF AGREEMENT

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

7 BREACH OF AGREEMENT

8 22. Defendant agrees that if defendant, at any time after the  
9 effective date of this agreement and execution of all required  
10 certifications by defendant, defendant's counsel, and an Assistant  
11 United States Attorney, knowingly violates or fails to perform any of  
12 defendant's obligations under this agreement ("a breach"), the USAO  
13 may declare this agreement breached. All of defendant's obligations  
14 are material, a single breach of this agreement is sufficient for the  
15 USAO to declare a breach, and defendant shall not be deemed to have  
16 cured a breach without the express agreement of the USAO in writing.  
17 If the USAO declares this agreement breached, and the Court finds  
18 such a breach to have occurred, then: (a) if defendant has previously  
19 entered a guilty plea pursuant to this agreement, defendant will not  
20 be able to withdraw the guilty plea, and (b) the USAO will be  
21 relieved of all its obligations under both this agreement and the  
22 proffer letter dated March 3, 2016 executed by defendant, defendant's  
23 counsel, and the USAO (the "Letter Agreement").

24 23. Following the Court's finding of a knowing breach of this  
25 agreement by defendant, should the USAO choose to pursue any charge  
26 that was dismissed as a result of this agreement, then:  
27  
28



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

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

9           c. Defendant agrees that: (i) any statements made by  
10 defendant, under oath, at the guilty plea hearing (if such a hearing  
11 occurred prior to the breach); (ii) the agreed to factual basis  
12 statement contained in Exhibit A to this agreement; (iii) any  
13 statements made by defendant pursuant to the Letter Agreement; and  
14 (iii) any evidence derived from such statements, shall be admissible  
15 against defendant in any such action against defendant, and defendant  
16 waives and gives up any claim under the United States Constitution,  
17 any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of  
18 the Federal Rules of Criminal Procedure, or any other federal rule,  
19 that the statements or any evidence derived from the statements  
20 should be suppressed or are inadmissible.

21                   COURT AND PROBATION OFFICE NOT PARTIES

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

26           25. Defendant understands that both defendant and the USAO are  
27 free to: (a) supplement the facts by supplying relevant information  
28 to the United States Probation Office and the Court; (b) correct any

1 and all factual misstatements relating to the Court's Sentencing  
2 Guidelines calculations and determination of sentence; and (c) argue  
3 on appeal and collateral review that the Court's Sentencing  
4 Guidelines calculations and the sentence it chooses to impose are not  
5 error, although each party agrees to maintain its view that the  
6 calculations in paragraph 12 are consistent with the facts of this  
7 case. While this paragraph permits both the USAO and defendant to  
8 submit full and complete factual information to the United States  
9 Probation Office and the Court, even if that factual information may  
10 be viewed as inconsistent with the facts agreed to in this agreement,  
11 this paragraph does not affect defendant's and the USAO's obligations  
12 not to contest the facts agreed to in this agreement.

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

23 NO ADDITIONAL AGREEMENTS

24 27. Defendant understands that, except as set forth herein and  
25 in the Letter Agreement, there are no promises, understandings, or  
26 agreements between the USAO and defendant or defendant's attorney,  
27 and that no additional promise, understanding, or agreement may be  
28



1 entered into unless in a writing signed by all parties or on the  
2 record in court.

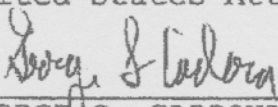
3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

7 AGREED AND ACCEPTED

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

10 EILEEN M. DECKER  
11 United States Attorney

12   
13 GEORGE S. CARDONA  
Assistant United States Attorney

3/30/2016  
Date

14  
15 SERGIO AMADOR  
Defendant


Date

16  
17 ERROL STAMBLER  
Attorney for Defendant  
18 SERGIO AMADOR

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am SERGIO AMADOR'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 and the Letter Agreement referenced 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 pleas pursuant to this agreement.

  
ERROL STAMPLER  
Attorney for Defendant  
SERGIO AMADOR

3/26/16  
Date



Exhibit A: Factual Basis

1. The International Longshore and Warehouse Union, formerly known as the International Longshoremen's and Warehousemen's Union ("ILWU"), together with various ILWU locals in different port locations, represents dock workers at ports on the West Coast of the United States, including at the ports of Los Angeles and Long Beach.

2. The Pacific Maritime Association ("PMA") represents member organizations involved in the shipping industry and arranges on their behalf for the hiring of dock workers at ports on the West Coast of the United States, including at the ports of Los Angeles and Long Beach.

3. The International Longshoremen's and Warehousemen's Union - Pacific Maritime Association Welfare Plan (the "ILWU-PMA Welfare Plan") is a benefit plan, established by agreement between the ILWU and PMA and affecting commerce, that provides a variety of benefits, including health care benefits, to eligible active and retired ILWU members and their qualified dependents and survivors. Eligible recipients of health care benefits under the ILWU-PMA Welfare Plan have an annual choice to have those benefits provided through either a Health Maintenance Organization ("HMO") or a self-funded program that, effective July 1, 2000, was the ILWU-PMA Welfare Plan Self Funded Programs Coastwise Indemnity Plan (the "Plan"). The Plan is funded almost entirely by the PMA.

4. The Plan reimburses providers of medical services, including physicians, chiropractors, and medical clinics (collectively "providers"), that treat patients covered by the Plan ("Plan members"). Each Plan member is issued a subscriber

1 identification card that identifies the Plan member by a unique  
2 identification number ("Plan member ID Number").

3 5. The Plan requires providers to submit claim forms in order  
4 to receive reimbursement for medical services provided to  
5 subscribers. Among other information, providers are required to  
6 include in the claim forms: (i) the Plan member's name and ID Number;  
7 (ii) the type of service provided (identified by a standardized  
8 procedure code number known as a "CPT Code"); (iii) the date the  
9 service was provided; (iv) the charge for the service; (v) the  
10 diagnosis (identified by a standardized diagnostic code number, the  
11 "ICD-9 Diagnosis Code"); and (vi) the provider's name and/or  
12 identification number.

13 6. Effective July 1, 2000, the Plan was administered by the  
14 ILWU-PMA Benefit Plans office, with claims processed and paid through  
15 the ILWU-PMA Coastwise Claims Office ("Coastwise Claims").  
16 Subsequently, the Plan shifted to using a third party administrator  
17 ("TPA"), which, from 2008 until 2013, was CIGNA, but claims for  
18 medical services provided to Plan members continued to be processed  
19 and paid through Coastwise Claims.

20 7. The Plan provides coverage for chiropractic services and  
21 has a PPO for chiropractic services, which, effective as of July 1,  
22 2009, was the Chiropractic Health Plan of California ("CHPC"). For  
23 chiropractic services provided by a CHPC provider, the Plan covered  
24 100% of CHPC charges, with no out-of-pocket cost to the Plan member  
25 receiving the chiropractic services. The chiropractic services  
26 covered by the Plan included office visits, up to a maximum of 40  
27 related to any particular "diagnosis," and up to a maximum of 18  
28 related to "symptoms" in the absence of a "diagnosis."



1        14. I was aware that patient files had to be created to make it  
2 look like Plan members were receiving treatment when they were not  
3 actually coming in for treatment. To accomplish this, when Plan  
4 members who were being paid came in for treatment, the clinic staff  
5 would sometimes have them sign patient sign-in sheets for dates they  
6 did not actually come in. On other occasions, both I and David Gomez  
7 went to Plan members to obtain signatures on sign-in sheets. These  
8 extra signatures were used to create false chart entries that were  
9 used to support bills to the Plan for services that had not actually  
10 been rendered.

11       15. There were also many occasions when I knew that Port  
12 Medical Long Beach was billing the Plan for more services than were  
13 actually received by Plan members on a given visit. For example, on  
14 many occasions a Plan member would come in for a 15 minute massage  
15 and receive only that 15 minute massage without seeing the  
16 chiropractor, but the clinic would send the Plan a bill for multiple  
17 (15) increments of services that treated those services as if  
18 justified by seeing the chiropractor. These bills also did not  
19 disclose that I and David Gomez had paid or provided incentives for  
20 Plan members to receive services at the clinic.

21       16. One of the Plan members I paid to get him and his family  
22 members to receive services at Port Medical Long Beach was J.V., who  
23 had several children who were also Plan members. On February 20,  
24 2010, I wrote J.V. a check on the DCS account for \$2,400 that  
25 indicated "plumbing" in the memo line. I knew that J.V. was not a  
26 plumber, that this check was not for plumbing services, and that I  
27 wrote "plumbing" to conceal the fact that the check was actually a  
28 payment to J.V. for J.V. and his family members receiving services at

Date	Company	Account
March 6, 2009	DCS	***3393 ("DCS 3393 Account")
March 29, 2010	Chosen	***6061 ("Chosen 6061 Account")
August 16, 2010	Ramport	***9842 ("Ramport 9842 Account")
January 12, 2011	Ramport	***6169 ("Ramport 6169 Account")

12. After opening the Port Medical clinic in Long Beach, I and David Gomez recruited Plan members to receive medical and chiropractic services at Port Medical, including by offering those Plan members incentives, including sponsorships of sports teams, cash payments, free massages and facials, and other gifts and services, in return for those Plan members receiving medical and chiropractic services at Port Medical and encouraging other Plan members to also receive medical and chiropractic services at Port Medical. Payments to Plan Members were usually made using the medical management accounts referenced above.

13. For example, often times, I or David Gomez would be approached by, or would approach, Plan members to sponsor a sports team. For a \$1,000 sponsorship, I expected about 6 people to owe us 3-4 visits at Port Medical Long Beach. The Plan members often would not come to all of the visits they owed us, but the clinic would bill the Plan for those visits anyway, resulting in billing the Plan for services that had not actually been rendered. In addition, the bills submitted by Port Medical Long Beach did not disclose that I and David Gomez had paid or provided incentives for Plan members to receive services at the clinic.



1 Port Medical Long Beach. In return for this payment, I expected J.V.  
2 and his family members to make a certain number of visits to the  
3 clinic, and I knew that if they did not make those visits, we would  
4 bill the Plan for those visits in any event, resulting in bills to  
5 the Plan for services not actually rendered.

6 17. On or about January 13, 2011, Port Medical Long Beach  
7 submitted to the Plan bills for chiropractic services purportedly  
8 rendered to J.V. on or about November 2, 2010, November 9, 2010, and  
9 November 16, 2010. In fact, J.V. had not received chiropractic  
10 services from Port Medical Long Beach on any of those days, and the  
11 bills were supported by fabricated chart entries prepared by clinic  
12 staff using signatures provided by J.V. to make it look as if J.V.  
13 had received services on those days. As the result of this bill for  
14 services that had not actually been rendered, on or about February 1,  
15 2011, the Plan mailed check number 7281549 in the amount of \$736.11  
16 to Port Medical Long Beach.

17 18. As a result of the fraudulent scheme described above in  
18 which I and David Gomez participated, Port Medical billed the Plan at  
19 least \$251,000 for medical and chiropractic services not actually  
20 rendered, and the Plan paid Port Medical at least \$201,000 based on  
21 those bills.

1 entered into unless in a writing signed by all parties or on the  
2 record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

7 AGREED AND ACCEPTED

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

10 EILEEN M. DECKER  
11 United States Attorney

12 GEORGE S. CARDONA  
13 Assistant United States Attorney

Date

14 Sergio Amador  
15 SERGIO AMADOR  
Defendant

Date

16 Errol Stambler  
17 ERROL STAMBLER  
Attorney for Defendant  
18 SERGIO AMADOR

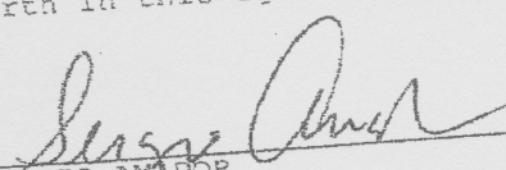
Date

3-26-16

3/26/16

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 and the Letter Agreement referenced 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.

  
SERGIO AMADOR  
Defendant

3-26-16  
Date