



Court, appear and plead guilty to the single-count information charging defendant with Mail Fraud in violation of 18 U.S.C. § 1341.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in the agreement.

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

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

15 g. Pay the applicable special assessment at or before the  
16 time of sentencing unless defendant has demonstrated a lack of  
17 ability to pay such assessments.

## THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

27 c. At the time of sentencing, provided that defendant  
28 demonstrates an acceptance of responsibility for the offense up to

1 and including the time of sentencing, recommend a two-level reduction  
2 in the applicable Sentencing Guidelines offense level, pursuant to  
3 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
4 additional one-level reduction if available under that section.

5                   d. Recommend that defendant be sentenced to a term of  
6 probation with a condition of home confinement in lieu of  
7 imprisonment for a period equal to that of the low end of the  
8 applicable Sentencing Guidelines range. For purposes of this  
9 agreement, the low end of the Sentencing Guidelines range is that  
10 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A. The  
11 USAO agrees to this subparagraph only if all the conditions set forth  
12 in this paragraph (paragraph 3) are met and if defendant has not  
13 committed, and refrains from committing, acts constituting  
14 obstruction of justice within the meaning of U.S.S.G. § 3C1.1.

15                   e. Except for criminal tax violations, not further  
16 criminally prosecute defendant for any federal crime arising out of  
17 defendant's conduct described in the agreed-to factual basis set  
18 forth in paragraph 9 below. Defendant understands that the USAO is  
19 free to criminally prosecute defendant for any other unlawful past  
20 conduct or any unlawful conduct that occurs after the date of this  
21 agreement. Defendant agrees that at the time of sentencing the Court  
22 may consider the uncharged conduct in determining the applicable  
23 Sentencing Guidelines range, the propriety and extent of any  
24 departure from that range, and the sentence to be imposed after  
25 consideration of the Sentencing Guidelines and all other relevant  
26 factors under 18 U.S.C. § 3553(a).

27

28

#### NATURE OF THE OFFENSE

2       4. Defendant understands that for defendant to be guilty of  
3 the crime charged in Count One of the information, that is, Mail  
4 Fraud, in violation of Title 18, United States Code, Section 1341,  
5 the following must be true: (1) defendant knowingly participated in,  
6 devised, or intended to devise a scheme or plan to defraud, or a  
7 scheme or plan for obtaining money or property by means of false or  
8 fraudulent pretenses, representations, or promises; (2) the  
9 statements made or facts omitted as part of the scheme were material,  
10 that is, they had a tendency to influence, or were capable of  
11 influencing, a person to part with money or property; (3) defendant  
12 acted with the intent to defraud, that is, the intent to deceive and  
13 cheat; and (4) defendant used, or caused to be used, the mails to  
14 carry out or attempt to carry out an essential part of the scheme.

## PENALTIES

16       5.   Defendant understands that the statutory maximum sentence  
17   that the Court can impose for a violation of Title 18, United States  
18   Code, Section 1341 is: 20 years' imprisonment; a three-year period of  
19   supervised release; a fine of \$250,000 or twice the gross gain or  
20   gross loss resulting from the offense, whichever is greatest; and a  
21   mandatory special assessment of \$100.

22       6.    Defendant understands that supervised release is a period  
23 of time following imprisonment during which defendant will be subject  
24 to various restrictions and requirements.   Defendant understands that  
25 if defendant violates one or more of the conditions of any supervised  
26 release imposed, defendant may be returned to prison for all or part  
27 of the term of supervised release authorized by statute for the  
28 offense that resulted in the term of supervised release, which could

1 result in defendant serving a total term of imprisonment greater than  
2 the statutory maximum stated above.

3       7. Defendant understands that, by pleading guilty, defendant  
4 may be giving up valuable government benefits and valuable civic  
5 rights, such as the right to vote, the right to possess a firearm,  
6 the right to hold office, and the right to serve on a jury. Defendant  
7 understands that he is pleading guilty to a felony and that it is a  
8 federal crime for a convicted felon to possess a firearm or  
9 ammunition. Defendant understands that the conviction in this case  
10 may also subject defendant to various other collateral consequences,  
11 including but not limited to revocation of probation, parole, or  
12 supervised release in another case and suspension or revocation of a  
13 professional license. Defendant understands that unanticipated  
14 collateral consequences will not serve as grounds to withdraw  
15 defendant's guilty plea.

16 8. Defendant understands that, if defendant is not a United  
17 States citizen, the felony conviction in this case may subject  
18 defendant to: removal, also known as deportation, which may, under  
19 some circumstances, be mandatory; denial of citizenship; and denial  
20 of admission to the United States in the future. The Court cannot,  
21 and defendant's attorney also may not be able to, advise defendant  
22 fully regarding the immigration consequences of the felony conviction  
23 in this case. Defendant understands that unexpected immigration  
24 consequences will not serve as grounds to withdraw defendant's guilty  
25 plea.

## FACTUAL BASIS

27       9.   Defendant admits that defendant is, in fact, guilty of the  
28 offense to which defendant is agreeing to plead guilty.   Defendant

1 and the USAO agree to the statement of facts provided below and agree  
2 that this statement of facts is sufficient to support a plea of  
3 guilty to the charge described in this agreement and to establish the  
4 Sentencing Guidelines factors set forth in paragraph 11 below but is  
5 not meant to be a complete recitation of all facts relevant to the  
6 underlying criminal conduct or all facts known to either party that  
7 relate to that conduct.

8 California's Subsequent Injuries Benefits Trust Fund ("SIBTF")  
9 is a special fund administered by the California Division of Workers'  
10 Compensation ("DWC"), which is a division of the California  
11 Department of Industrial Relations ("DIR"), a California state agency  
12 responsible for administering and enforcing laws governing wages,  
13 overtime, workplace safety, and medical care and other benefits for  
14 injured workers. The SIBTF provides additional compensation to  
15 injured workers who already had a disability or impairment at the  
16 time of a subsequent injury. The SIBTF exists to enable employers to  
17 hire disabled workers without fear of being liable for the effects of  
18 previous disabilities or impairments. The SIBTF benefits are  
19 disbursed from an account controlled by the state of California that  
20 receives its funding from assessments on employers.

21 The process for filing a claim with the SIBTF has several steps:  
22 (1) the injured workers' compensation claim is settled or  
23 adjudicated; (2) the injured worker or their attorney mails an  
24 application of intent to seek SIBTF benefits to the SIBTF Unit; (3)  
25 the injured worker is evaluated by medical providers for his/her  
26 prior disability; (4) in addition to evaluating the injured worker,  
27 the medical providers review the injured worker's medical records and  
28 then generate a med-legal report; (5) the med-legal reports are

1 mailed to the SIBTF Unit; (6) a claims examiner from the SIBTF Unit  
2 reviews the medical reports in conjunction with a DIR attorney and  
3 attempts to negotiate a settlement or denies the claim; (7) if the  
4 SIBTF claim is accepted, the injured worker and their attorney (if  
5 they are represented) will receive benefit payments by check via  
6 mail; and (8) if the SIBTF claim is denied, the injured worker or  
7 their attorney can appeal the decision to the California Workers'  
8 Compensation Appeal Board ("WCAB").

9 In the SIBTF program, the medical providers could bill the SIBTF  
10 program for the evaluation of the injured workers, which evaluation  
11 the SIBTF program would use to determine whether the worker qualified  
12 for SIBTF program payments. The medical providers who performed such  
13 evaluations of the injured workers would mail a bill via the United  
14 States Postal Service ("USPS") to the SIBTF Unit in Sacramento,  
15 California. Such bills were submitted on Form 1500, entitled "HEALTH  
16 INSURANCE CLAIM FORM." That form required the medical provider to  
17 list the rendering provider and his/her "RENDERING PROVIDER ID #" of  
18 the medical services and required the signature of the physician that  
19 certified, among other things, that the information on the claim form  
20 was true, accurate, and complete. Typically, the attached multiple  
21 page medical report (also referred to as a "med-legal report")  
22 generated by the medical provider would accompany the bill mailed to  
23 the SIBTF unit. During the scheme to defraud, defendant owned a  
24 medical management company that managed Liberty Medical Group Inc.  
25 ("Liberty") that employed medical providers such as physicians,  
26 chiropractors, and psychologists to evaluate patients.

27 At all times relevant to this Plea Agreement, defendant was an  
28 attorney, was not a physician or other medical professional.

1       In November 2015, Liberty was incorporated as a medical  
2 corporation in California, listing its agent for service of process  
3 in Costa Mesa, California. Under California law, shareholders/owners  
4 of a medical corporation must be licensed in the practice of medicine  
5 or other related medical fields, such as a psychologist, registered  
6 nurse, or licensed physician assistant. In April 2016, defendant and  
7 Co-schemer Kevin Tien Do ("Do") opened a business bank account in the  
8 name of Liberty at Wells Fargo Bank, N.A. Defendant was listed as  
9 the "Signer" on the account application/signature card. Co-schemer  
10 Do signed that bank account application/signature card, even though  
11 he did not control Liberty, which was in fact controlled by  
12 defendant. Even though Liberty ultimately listed another doctor as  
13 Liberty's CEO and Director beginning in May 2019, defendant and Co-  
14 schemer Do did not remove Co-schemer Do's name from Liberty's bank  
15 account. Beginning in or around October 2016, Liberty's medical  
16 providers, including defendant, generated medical reports related to  
17 the SIBTF program. Beginning in around that same month, October  
18 2016, Liberty would then mail those medical reports to the SIBTF and  
19 bill the SIBTF for med-legal evaluations.

20       After Liberty was formed and while Co-schemer Do was working for  
21 Liberty, in around January 2017, California Labor Code Section 139.21  
22 became operative in California. California Labor Code Section  
23 139.21(a)(1)(A) provided that the Administrative Director of the DWC  
24 "shall promptly suspend" any medical provider who had been convicted  
25 of a felony involving fraud or abuse of the Medicare, Medicaid, or  
26 Medi-Cal programs, or the California workers' compensation system.  
27 Accordingly, medical providers could be suspended from participating  
28 in California's workers' compensation system for a variety of

1 reasons, which would include having a previous healthcare fraud  
2 conviction, like Co-schemer Do had. California Labor Code Section  
3 139.21 also required that notification of such suspended providers  
4 would be posted on the department's Internet website.

5 On August 25, 2017, Co-schemer Do was served with notice of his  
6 provider suspension pursuant to Section 139.21, based upon his 2003  
7 federal health care fraud conviction. Based upon that suspension,  
8 Co-schemer Do was prohibited from being involved or participating in  
9 any capacity in any aspect of California's workers' compensation  
10 system, which included the SIBTF program. Such suspension proscribed  
11 any participation the SIBTF program, including rendering services,  
12 owning, or having an ownership interest in a medical corporation,  
13 being a medical director, compiling bills, submitting bills,  
14 consulting, and/or working in a medical director capacity, which  
15 defendant and Co-schemer Do both knew.

16 In April 2018, Co-schemer Do emailed a copy of his formal  
17 suspension notice to defendant at defendant's email address  
18 associated with the management company with subject line "Amended  
19 Notice from Workers Compensation." That notice provided that in  
20 addition to his 2003 federal health care fraud conviction, Co-schemer  
21 Do was also being suspended from participating in California's  
22 workers' compensation program under Section 139.21(a)(1)(B) "due to  
23 fraud or abuse from the Medi-Cal program." The management company's  
24 "Statement of Information" form filed with the California Secretary  
25 of State in 2017 listed defendant as its CEO and its type of business  
26 as "Healthcare management."

27 Subsequent to receiving the notice of his suspension from the  
28 California workers' compensation system, Co-schemer Do appealed his

1 suspension to the California Workers' Compensation Appeals Board. On  
2 October 3, 2018, a hearing was held on Co-schemer Do's appeal, and on  
3 October 10, 2018, a final decision issued, which affirmed Co-schemer  
4 Do's suspension. On October 19, 2018, the Administrative Director of  
5 the California DWC issued a final order that suspended Co-schemer Do  
6 from participating in California's workers' compensation system.  
7 That Order was provided to Co-schemer Do by certified mail on October  
8 19, 2018. At that time, Co-schemer Do told defendant that he had lost  
9 his appeal and was thus indefinitely suspended from participating in  
10 California's workers' compensation system.

11 Co-schemer Do's suspensions from participating in various  
12 California state health care programs were also publicly available.  
13 First, based upon his 2003 federal health care fraud conviction, Co-  
14 schemer Do had previously been suspended from participating in the  
15 Medi-Cal program indefinitely, which was posted online in a list  
16 named "Suspended and Ineligible Provider List" on California's Medi-  
17 Cal website. Second, Co-schemer Do's suspension from participating in  
18 California's workers' compensation program was posted on California's  
19 DIR website, which listed the "Notice Issued" date of August 25,  
20 2017, and "Suspension" date of October 19, 2018. The DIR website had  
21 hyperlinks on the dates, which linked to a copy of Co-schemer Do's  
22 suspension order dated October 19, 2018. Co-schemer Do also  
23 discussed his suspensions with defendant who became aware of Co-  
24 schemer Do's 2003 federal conviction for health care fraud in April  
25 2018 after Co-schemer Do began to work for defendant at Liberty.

26 Notwithstanding co-schemer Do's suspension, which was finalized  
27 in October 2018, defendant paid co-schemer Do approximately \$306,000  
28 for medical evaluations, medical record reviews, and preparation of

1 med-legal reports conducted after October 2018. Defendant paid co-  
2 schemer Do with checks from Liberty which defendant would routinely  
3 sign.

4 During this period, defendant caused Liberty to submit billings  
5 to the California SIBTF from Liberty, which included reports that Co-  
6 schemer Do had prepared and compiled, but which was concealed by  
7 listing other doctors' names on the forms and reports. For that same  
8 time period, California paid Liberty a total of more than \$3 million  
9 for such SIBTF billings, including approximately \$1.3 million in  
10 2019, \$1.2 million in 2020, \$499,000 in 2021, and \$141,000 in 2022.  
11 Aside from the total of approximately \$306,000 that Liberty had paid  
12 Co-schemer Do during those several years, much of the more than \$3  
13 million that the SIBTF paid Liberty during those years then flowed to  
14 the management company, which was controlled by defendant totaling  
15 more than \$1.5 million.

16 After October 2018, defendant understood and believed that the  
17 payments from Liberty to Co-schemer Do were for medical evaluations,  
18 medical record reviews, and preparation of med-legal reports. Co-  
19 schemer Do hired T.D., a licensed medical provider, to conduct  
20 patient evaluations. T.D. did not assist in the preparation or  
21 review of the med-legal reports. In or about December 2021, T.D.  
22 died of natural causes.

23 Following T.D.'s death of which defendant was aware, he  
24 continued to pay Co-schemer Do for medical evaluations, medical  
25 record reviews, and preparation of med-legal reports. Defendant  
26 caused bills to be submitted by U.S. mail to SIBTF for these  
27 services. These bills falsely represented that such services were  
28 provided by licensed physician R.H. when, as defendant knew, the

1 services (other than the in-person examinations) were provided by Co-  
2 schemer Do who was a prohibited provider due to his 2018 suspension  
3 based upon his 2003 federal health care fraud conviction. Of the  
4 approximately \$306,000 that defendant paid Co-schemer Do for medical  
5 evaluations, medical record reviews, and preparation of med-legal  
6 reports conducted after October 2018, approximately \$38,000 was paid  
7 after defendant became aware that Co-schemer Do was actually  
8 providing the services.

9 On or about February 10, 2022, a medical report, prepared by Co-  
10 schemer Do, was sent to SIBTF for patient O.M. by U.S. Mail. On or  
11 about March 30, 2022, SIBTF issued a check in the amount of \$2,435,  
12 addressed to Liberty, and sent by U.S. Mail for patient O.M. On  
13 March 4, 2022, defendant issued and signed a check from Liberty's  
14 account to Co-schemer Do in the amount of \$770.66 for his services in  
15 preparing the medical report for patient O.M.

16 The parties agree that for purposes of this plea agreement, the  
17 applicable loss amount for Guidelines purposes from defendant's  
18 participation in this scheme to defraud is approximately \$38,670,  
19 which is the amount of funds SIBTF paid to Liberty paid for reports  
20 that defendant knew Co-schemer Do had drafted after being suspended  
21 from participating in the California SIBTF program.

22 SENTENCING FACTORS

23 10. Defendant understands that in determining defendant's  
24 sentence the Court is required to calculate the applicable Sentencing  
25 Guidelines range and to consider that range, possible departures  
26 under the Sentencing Guidelines, and the other sentencing factors set  
27 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
28 Sentencing Guidelines are advisory only, that defendant cannot have

1 any expectation of receiving a sentence within the calculated  
2 Sentencing Guidelines range, and that after considering the  
3 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
4 be free to exercise its discretion to impose any sentence it finds  
5 appropriate up to the maximum set by statute for the crime of  
6 conviction.

7 11. Defendant and the USAO agree to the following applicable  
8 Sentencing Guidelines factors:

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

10 Loss > \$15,000: +4 U.S.S.G. § 2B1.1(b)(1)(C)

11 The USAO will agree to a two-level downward adjustment for acceptance  
12 of responsibility (and, if applicable, move for an additional one-  
13 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the  
14 conditions set forth in paragraph 3 are met and if defendant has not  
15 committed, and refrains from committing, acts constituting  
16 obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as  
17 discussed below. The USAO reserves the right to seek a 2-level  
18 upward adjustment for manager or supervisor role pursuant to U.S.S.G.  
19 § 3B1.1, and Defendant reserves the right to seek a 2-level downward  
20 adjustment for 0-point offender pursuant to U.S.S.G. 4C1.1. Subject  
21 to paragraphs 12 and 25 below, defendant and the USAO agree not to  
22 seek, argue, or suggest in any way, either orally or in writing, that  
23 any other specific offense characteristics, adjustments, or  
24 departures relating to the offense level be imposed. Defendant  
25 agrees, however, that if, after signing this agreement but prior to  
26 sentencing, defendant were to commit an act, or the USAO were to  
27 discover a previously undiscovered act committed by defendant prior  
28 to signing this agreement, which act, in the judgment of the USAO,

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

6       12. The USAO will agree the defendant is entitled to a one-  
7       level downward variance under Section 3553(a) as recognition of  
8       defendant's early acceptance of responsibility, based upon  
9       defendant's: (1) immediately resigning from his position as an Orange  
10      County Superior Court Judge; and (2) entering this pre-indictment  
11      disposition. The USAO agrees only if the conditions set forth in  
12      paragraph 3 are met and if defendant has not committed, and refrains  
13      from committing, acts constituting obstruction of justice within the  
14      meaning of U.S.S.G. § 3C1.1.

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

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

WAIVER OF CONSTITUTIONAL RIGHTS

22       15. Defendant understands that by pleading guilty, defendant  
23 gives up the following rights:

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

1 represented by counsel -- and if necessary have the Court appoint  
2 counsel -- at every other stage of the proceeding.

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

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

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

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

WAIVER OF APPEAL OF CONVICTION

18        16. Defendant understands that, with the exception of an appeal  
19 based on a claim that defendant's guilty plea was involuntary, by  
20 pleading guilty defendant is waiving and giving up any right to  
21 appeal defendant's conviction on the offense to which defendant is  
22 pleading guilty. Defendant understands that this waiver includes,  
23 but is not limited to, arguments that the statute to which defendant  
24 is pleading guilty is unconstitutional, and any and all claims that  
25 the statement of facts provided herein is insufficient to support  
26 defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2       17. Defendant agrees that, provided the Court imposes a total  
3 term of imprisonment within or below the range corresponding to an  
4 offense level of 10 and a criminal history calculated by the Court,  
5 defendant gives up the right to appeal all of the following: (a) the  
6 procedures and calculations used to determine and impose any portion  
7 of the sentence; (b) the term of imprisonment imposed by the Court;  
8 (c) the fine imposed by the Court, provided it is within the  
9 statutory maximum; (d) to the extent permitted by law, the  
10 constitutionality or legality of defendant's sentence, provided it is  
11 within the statutory maximum; (e) the term of probation or supervised  
12 release imposed by the Court, provided it is within the statutory  
13 maximum; and (f) any of the following conditions of probation or  
14 supervised release imposed by the Court: the conditions set forth in  
15 Second Amended General Order 20-04 of this Court; the drug testing  
16 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
17 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

18       18. The USAO agrees that, provided all portions of the sentence  
19 are at or below the statutory maximum specified, the USAO gives up  
20 its right to appeal any portion of the sentence.

WAIVER OF RIGHTS CONCERNING PLEA COLLOQUY AND FACTUAL BASIS

22        19. Defendant agrees that: (i) any statements made by  
23 defendant, under oath, at the guilty plea hearing; (ii) the agreed to  
24 factual basis statement in this agreement; and (iii) any evidence  
25 derived from such statements, shall be admissible against defendant  
26 in any action against defendant, and defendant waives and gives up  
27 any claim under the United States Constitution, any statute, Rule 410  
28 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of

1 Criminal Procedure, or any other federal rule, that the statements or  
2 any evidence derived from the statements should be suppressed or are  
3 inadmissible.

4 Defendant further agrees that this paragraph of the agreement is  
5 severable. Thus, defendant's waivers are binding and effective even  
6 if, subsequent to defendant's signing this agreement, defendant  
7 declines to plead guilty, the Court declines to accept his guilty  
8 plea, or, if this agreement is of the type described in Federal Rule  
9 of Criminal Procedure 11(c)(1)(A) or (c)(1)(C), the Court rejects  
10 this agreement. Defendant also agrees that his waivers are binding  
11 and effective even if some other portion of this agreement is found  
12 to be invalid by this Court or the Ninth Circuit.

RESULT OF WITHDRAWAL OF GUILTY PLEA

14       20. Defendant agrees that if, after entering a guilty plea  
15 pursuant to this agreement, defendant seeks to withdraw and succeeds  
16 in withdrawing defendant's guilty plea on any basis other than a  
17 claim and finding that entry into this plea agreement was  
18 involuntary, then (a) the USAO will be relieved of all of its  
19 obligations under this agreement; and (b) should the USAO choose to  
20 pursue any charge that was either dismissed or not filed as a result  
21 of this agreement, then (i) any applicable statute of limitations  
22 will be tolled between the date of defendant's signing of this  
23 agreement and the filing commencing any such action; and  
24 (ii) defendant waives and gives up all defenses based on the statute  
25 of limitations, any claim of pre-indictment delay, or any speedy  
26 trial claim with respect to any such action, except to the extent  
27 that such defenses existed as of the date of defendant's signing this  
28 agreement.

EFFECTIVE DATE OF AGREEMENT

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

## BREACH OF AGREEMENT

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

20       23. Following the Court's finding of a knowing breach of this  
21 agreement by defendant, should the USAO choose to pursue any charge  
22 that was either dismissed or not filed as a result of this agreement,  
23 then:

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

27 b. Defendant waives and gives up all defenses based on  
28 the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the  
2 extent that such defenses existed as of the date of defendant's  
3 signing this agreement.

4 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

5 OFFICE NOT PARTIES

6 24. Defendant understands that the Court and the United States  
7 Probation and Pretrial Services Office are not parties to this  
8 agreement and need not accept any of the USAO's sentencing  
9 recommendations or the parties' agreements to facts or sentencing  
10 factors.

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

27 26. Defendant understands that even if the Court ignores any  
28 sentencing recommendation, finds facts or reaches conclusions

1 different from those agreed to, and/or imposes any sentence up to the  
2 maximum established by statute, defendant cannot, for that reason,  
3 withdraw defendant's guilty plea, and defendant will remain bound to  
4 fulfill all defendant's obligations under this agreement. Defendant  
5 understands that no one -- not the prosecutor, defendant's attorney,  
6 or the Court -- can make a binding prediction or promise regarding  
7 the sentence defendant will receive, except that it will be within  
8 the statutory maximum.

NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. 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

TODD BLANCHE  
Deputy Attorney General

BILAL A. ESSAYLI  
First Assistant United States  
Attorney

Stephanie Orrick

STEPHANIE L. ORRICK  
Special Assistant United States  
Attorney

12/09/2025

Date

TSRAEL CLAUSTRO

**Defendant**

12/8/2025

Date

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DALE MAYER

PAUL MEYER

12/8/2025

Date

PAUL MEYER  
Attorney for Defendant ISRAEL  
CLAUSTRO

CERTIFICATION OF DEFENDANT

22 I have read this agreement in its entirety. I have had enough  
23 time to review and consider this agreement, and I have carefully and  
24 thoroughly discussed every part of it with my attorney. I understand  
25 the terms of this agreement, and I voluntarily agree to those terms.  
26 I have discussed the evidence with my attorney, and my attorney has  
27 advised me of my rights, of possible pretrial motions that might be  
28 filed, of possible defenses that might be asserted either prior to or

1 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
2 of relevant Sentencing Guidelines provisions, and of the consequences  
3 of entering into this agreement. No promises, inducements, or  
4 representations of any kind have been made to me other than those  
5 contained in this agreement. No one has threatened or forced me in  
6 any way to enter into this agreement. I am satisfied with the  
7 representation of my attorney in this matter, and I am pleading  
8 guilty because I am guilty of the charge and wish to take advantage  
9 of the promises set forth in this agreement, and not for any other  
10 reason.

11

12   
ISRAEL CLAUSTRO  
Defendant

13 12/8/2025  
Date

14

CERTIFICATION OF DEFENDANT'S ATTORNEY

15 I am Israel Claustro's attorney. I have carefully and  
16 thoroughly discussed every part of this agreement with my client.  
17 Further, I have fully advised my client of his rights, of possible  
18 pretrial motions that might be filed, of possible defenses that might  
19 be asserted either prior to or at trial, of the sentencing factors  
20 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
21 provisions, and of the consequences of entering into this agreement.  
22 To my knowledge: no promises, inducements, or representations of any  
23 kind have been made to my client other than those contained in this  
24 agreement; no one has threatened or forced my client in any way to  
25 enter into this agreement; my client's decision to enter into this  
26 agreement is an informed and voluntary one; and the factual basis set  
27 ///

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1 forth in this agreement is sufficient to support my client's entry of  
2 a guilty plea pursuant to this agreement.



3  
4 PAUL MEYER  
5 Attorney for Defendant ISRAEL  
6 CLAUSTRO

12/8/25  
Date

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# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
ISRAEL CLAUSTRO,  
Defendant.

No. I N F O R M A T I O N  
[18 U.S.C. § 1341: Mail Fraud; 18 U.S.C. § 2(a): Aiding and Abetting and Causing an Act To Be Done]

The United States of America charges:

[ 18 U.S.C. §§ 1341, 2(a) ]

## A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Information:

21       1.    Defendant ISRAEL CLAUSTRO ("CLAUSTRO") was an attorney, was  
22 not a physician or other medical professional, and resided in Orange  
23 County within the Central District of California.

24       2. Liberty Medical Group Inc. ("Liberty") was a medical  
25 corporation incorporated in November 2015 and located in San  
26 Bernardino County within the Central District of California.  
27 Defendant CLAUSTRO operated Liberty.

### 3. California's Subsequent Injuries Benefits Trust Fund

1 ("SIBTF") was a special fund administrated by the California Division  
2 of Workers' Compensation ("DWC"), providing additional compensation  
3 to injured workers who previously had a disability or impairment at  
4 the time of an injury.

5 4. Co-schemer Kevin Tien Do ("Do"), was a licensed physician  
6 in the state of California. In 2003, Co-schemer Do was convicted of  
7 federal health care fraud, a felony, in violation of 18 U.S.C.  
8 § 1347, for which he was sentenced to 12 months of imprisonment.

9 B. THE SCHEME TO DEFRAUD

10 5. In at last March 2022, and continuing through at least in  
11 or about September 2022 in Orange County, Los Angeles County,  
12 Riverside County, and San Bernardino County, within the Central  
13 District of California, and elsewhere, defendant CLAUSTRO, together  
14 with others known and unknown, knowingly and with the intent to  
15 defraud, devised, participated in, aided and abetted, and executed a  
16 scheme to defraud SIBTF as to material matters, and to obtain money  
17 and property, by means of material false and fraudulent pretenses,  
18 representations, and promises.

19 6. The fraudulent scheme operated, in substance, as follows:

20 a. Defendant CLAUSTRO owned, operated, and controlled  
21 Liberty, a medical corporation, despite being prohibited from doing  
22 so under California law, as defendant CLAUSTRO was not a physician or  
23 other medical professional.

24 b. Defendant CLAUSTRO hired other doctors and employees  
25 of Liberty and signed checks from Liberty to other doctors and  
26 employees, including to Co-schemer Do.

27 c. On or about October 19, 2018, the DWC issued a final  
28 order suspending Co-schemer Do from participating in California's

1 workers' compensation system, which included the SIBTF. Co-schemer  
2 Do received notice of the final order by certified U.S. Mail on or  
3 about October 19, 2018.

4                   d. Notwithstanding Co-schemer Do's October 2018  
5 suspension from participating in California's workers' compensation  
6 programs, which included the SIBTF program, Co-schemer Do worked for  
7 Liberty on workers' compensation matters, including drafting and  
8 preparing SIBTF-related medical-legal reports.

9                   e. Co-schemer Do drafted and prepared medical-legal  
10 reports for Liberty, which Liberty mailed to the California SIBTF  
11 with billing forms, requesting payment.

12                   f. Co-schemer Do listed other doctors' names on those  
13 reports and forms mailed by Liberty to the California SIBTF for  
14 payment, despite the fact that Co-schemer Do was authoring the  
15 reports.

16                   g. Liberty paid Co-schemer Do for drafting and preparing  
17 SIBTF-related medical reports after he had been suspended from  
18 participating in California's workers' compensation programs.

19 C. USE OF THE MAIL

20                   7. On or about February 10, 2022, in Orange County, within the  
21 Central District of California, and elsewhere, defendant CLAUSTRO,  
22 for the purpose of executing the above-described scheme to defraud,  
23 caused a medical-legal evaluation report for patient O.M. to be  
24 placed in an authorized depository for mail matter to be sent and

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1 delivered by the United States Postal Service according to the  
2 directions thereon, specifically from Liberty in Rancho Cucamonga,  
3 California addressed to SIBTF at 1750 Howe Avenue, Suite 370,  
4 Sacramento, California.

5 TODD BLANCHE  
6 Deputy Attorney General

7 BILAL A. ESSAYLI  
8 First Assistant United States  
9 Attorney

10 ALEXANDER B. SCHWAB  
11 Assistant United States Attorney  
12 Acting Chief, Criminal Division

13 MARK P. TAKLA  
14 Assistant United States Attorney  
15 Chief, Orange County Office

16 STEPHANIE L. ORRICK  
17 Special Assistant United States  
18 Attorney  
19 Orange County Office