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9 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 14-0567-BRO

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
HOVIK SIMITIAN

14 v.

15 HOVIK SIMITIAN,

16 Defendant.

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

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:
 27
 28

1 a. At the earliest opportunity requested by the USAO and
2 provided by the Court, appear and plead guilty to count one of the
3 indictment in United States v. Hovik Simitian, CR No. 14-0567-BRO,
4 which charges defendant with conspiracy to commit health care fraud,
5 in violation of 18 U.S.C. § 1349.

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

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

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

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

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

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

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

24 THE USAO'S OBLIGATIONS

25 3. The USAO agrees to:

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

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

1 c. At the time of sentencing, move to dismiss the
2 remaining counts of the indictment as against defendant. Defendant
3 agrees, however, that at the time of sentencing the Court may
4 consider any dismissed charges in determining the applicable
5 Sentencing Guidelines range, the propriety and extent of any
6 departure from that range, and the sentence to be imposed.

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

13 e. Recommend that defendant be sentenced to a term of
14 imprisonment no higher than the low end of the applicable Sentencing
15 Guidelines range, provided that the offense level used by the Court
16 to determine that range is, after credit for acceptance of
17 responsibility under U.S.S.G. Section 3E1.1, 29 or higher and
18 provided that the Court does not depart downward in offense level or
19 criminal history category. For purposes of this agreement, the low
20 end of the Sentencing Guidelines range is that defined by the
21 Sentencing Table in U.S.S.G. Chapter 5, Part A.

22 NATURE OF THE OFFENSE

23 4. Defendant understands that for defendant to be guilty of
24 the crime charged in Count One, that is, a violation of Title 18,
25 United States Code, Section 1349, the following must be true:

26 (a) Between in or around February 2010 and June 2014,
27 there was an agreement between two or more persons to commit the
28

1 crime of health care fraud, in violation of Title 18, United States
2 Code, Section 1347; and

3 (b) Defendant became a member of the conspiracy knowing
4 its object and intending to help accomplish it.

5 5. Defendant further understands that for defendant to have
6 committed the crime of health care fraud, the following must be true:

7 (a) Defendant knowingly and willfully participated in a
8 scheme or plan to defraud a health care benefit program, namely
9 Medicare, or a scheme or plan for obtaining money or property from
10 Medicare by means of false or fraudulent pretenses, representations,
11 or promises;

12 (b) The statements made or facts omitted as part of the
13 scheme were material; that is, they had a natural tendency to
14 influence, or were capable of influencing, the health care benefit
15 program to part with money or property;

16 (c) Defendant acted with the intent to defraud; that is,
17 the intent to deceive or cheat; and

18 (d) The scheme involved the delivery of or payment for
19 health care benefits, items, or services.

20 PENALTIES AND RESTITUTION

21 6. Defendant understands that the statutory maximum sentence
22 that the Court can impose for a violation of Title 18, United States
23 Code, Section 1349, as charged in Count One, is: 10 years'
24 imprisonment; a three-year period of supervised release; a fine of
25 \$250,000 or twice the gross gain or gross loss resulting from the
26 offense, whichever is greatest; and a mandatory special assessment of
27 \$100.

28

1 7. Defendant understands that he will be required to pay full
2 restitution to Medicare, the victim of the offense to which defendant
3 is pleading guilty. Defendant agrees that, in return for the USAO's
4 compliance with its obligations under this agreement, the Court may
5 order restitution to persons other than the victim(s) of the offenses
6 to which defendant is pleading guilty and in amounts greater than
7 those alleged in the counts to which the defendant is pleading
8 guilty. In particular, defendant agrees that the Court may order
9 restitution to any victim of any of the following for any losses
10 suffered by that victim as a result: (a) any relevant conduct, as
11 defined in U.S.S.G. § 1B1.3, in connection with the offense to which
12 defendant is pleading guilty; and (b) any counts dismissed pursuant
13 to this agreement as well as all relevant conduct, as defined in
14 U.S.S.G. § 1B1.3, in connection with those counts. The parties
15 currently believe that the applicable amount of restitution is at
16 least \$1,668,559, but recognize and agree that this amount could
17 change based on facts that come to the attention of the parties prior
18 to sentencing. Defendant further agrees that defendant will not seek
19 the discharge of any restitution obligation, in whole or in part, in
20 any present or future bankruptcy proceeding.

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

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

3 9. 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.
7 Defendant understands that once the court accepts defendant's guilty
8 plea, it will be a federal felony for defendant to possess a firearm
9 or ammunition. Defendant understands that the conviction in this
10 case may also subject defendant to various other collateral
11 consequences, including but not limited to revocation of probation,
12 parole, or supervised release in another case and suspension or
13 revocation of a professional license. Defendant understands that
14 unanticipated collateral consequences will not serve as grounds to
15 withdraw defendant's guilty plea.

16 10. 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.

26 FACTUAL BASIS

27 11. 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 paragraphs 13 and 14 below
5 but is not meant to be a complete recitation of all facts relevant to
6 the underlying criminal conduct or all facts known to either party
7 that relate to that conduct.

8 At all times relevant to this plea agreement, the Medicare
9 Program ("Medicare") was a federal health care benefit program, as
10 defined by Title 18, United States Code, Section 24(b).

11 Beginning in or around February 2010, and continuing through in
12 or around June 2014, in Los Angeles County, within the Central
13 District of California, and elsewhere, defendant, together with
14 others, knowingly combined, conspired, and agreed to commit health
15 care fraud, in violation of Title 18, United States Code, Section
16 1347. The criminal conspiracy operated, in substance, in the
17 following manner:

18 Defendant was the owner and manager of three clinics, Columbia
19 Medical Group, Inc., Life Care Medical Clinic, and Safe Health
20 Medical Clinic (collectively, the "Clinics"), which were located at
21 1211 N. Vermont Avenue, Los Angeles, California. As the owner and
22 manager of the Clinics, defendant was responsible for the day-to-day
23 operation of the Clinics. Defendant also signed and submitted to
24 Medicare enrollment documentation that listed defendant as an
25 authorized official, manager, and CFO of the Clinics.

26 During the course of the conspiracy, defendant and co-
27 conspirator Anahit Shatvoryan ("Shatvoryan"), paid illegal kickbacks
28 to patient recruiters or "marketers" who defendant knew solicited

1 individuals with Medicare benefits, known as "Medicare
2 beneficiaries," to bring them to the Clinics. Defendant and co-
3 conspirator Shatvoryan paid the patient recruiters an illegal
4 kickback of \$150 to \$200 for each patient that they recruited and
5 referred to the Clinics. During the course of the conspiracy,
6 defendant knew it was illegal for marketers to recruit Medicare
7 beneficiaries and bring them to the Clinics, and for defendant and
8 co-conspirator Shatvoryan to pay kickbacks to the marketers in
9 exchange for patient referrals.

10 Once the Medicare beneficiaries were at the Clinics, acting at
11 the direction of defendant and co-conspirator Shatvoryan, the Clinics
12 at times provided the Medicare beneficiaries with medically
13 unnecessary services. At other times, again at the direction of
14 defendant and co-conspirator Shatvoryan, the Medicare beneficiaries
15 received no services. In both scenarios, defendant and co-
16 conspirator Shatvoryan would submit, and cause the submission of,
17 false and fraudulent claims to Medicare for services that defendant
18 knew were not medically necessary and/or never actually provided to
19 the Medicare beneficiaries. These services included, among others,
20 urinary incontinence tests, and studies of anorectal pressure
21 generated by muscles surrounding the anus ("anorectal pressure
22 tests"). For instance, during the time that defendant worked at the
23 Clinics, defendant knew that neither urinary incontinence tests nor
24 anorectal pressure tests were conducted at the Clinics.

25 Additionally, defendant and others, including co-conspirator
26 Shatvoryan, would complete documentation necessary for the billing of
27 services that defendant knew were not provided to the Medicare
28 beneficiaries. For instance, for the billing of the urinary

1 incontinence test, defendant and co-conspirator Shatvoryan would
2 falsely document that the tests had been performed, when in fact,
3 defendant knew that the tests were never performed on the
4 beneficiaries. In addition, in completing superbills to be provided
5 to the Clinics' billing company, defendant and co-conspirator
6 Shatvoryan would include services such as the urinary incontinence
7 test, and others, that defendant knew were never actually provided to
8 the Medicare beneficiaries. Defendant and co-conspirator Shatvoryan
9 would submit all paperwork, including the superbills, to the Clinics'
10 billing company to bill Medicare on behalf of the Clinics. Defendant
11 knew that the superbills and all other forms and information provided
12 to the billing company would be used by the billing company to bill
13 Medicare for false and fraudulent claims for services that were not
14 medically necessary and never actually provided to the Medicare
15 beneficiaries.

16 As a direct result of defendant's conduct, defendant and his co-
17 conspirators, including co-conspirator Shatvoryan, submitted and
18 caused the submission of approximately \$4,526,791 in false and
19 fraudulent claims to Medicare, and Medicare paid approximately
20 \$1,668,559 on those claims.

21 Defendant committed all of the above acts knowingly and
22 willfully, and with the intent to defraud.

23 SENTENCING FACTORS

24 12. Defendant understands that in determining defendant's
25 sentence the Court is required to calculate the applicable Sentencing
26 Guidelines range and to consider that range, possible departures
27 under the Sentencing Guidelines, and the other sentencing factors set
28 forth in 18 U.S.C. § 3553(a). Defendant understands that the

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

8 13. Defendant and the USAO agree to the following applicable
 9 Sentencing Guidelines factors:

10	Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
11	Loss Amount:		
12	More than \$2.5 million but less than \$7 million	18	[U.S.S.G. § 2B1.1(b)(1)(J)]
13	Aggravating role:	4	[U.S.S.G. § 3B1.1(a)]
14	Health care fraud:	2	[U.S.S.G. § 3B1.1(b)(7)]
15	Abuse of trust:	2	[U.S.S.G. § 3B1.3]
16	Acceptance of responsibility:	-3	[U.S.S.G. § 3E1.1]
17	Total Offense Level:	29	

18
 19 14. On April 9, 2015, the Sentencing Commission approved
 20 amendments to the Sentencing Guidelines that will go into effect on
 21 November 1, 2015, unless modified or disapproved by Act of Congress.
 22 If defendant's sentencing were governed by those amendments,
 23 defendant and the USAO agree the following applicable Sentencing
 24 Guidelines factors would apply:

25	Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
26	Loss Amount:		
27	More than \$3.5 million but less than \$9.5 million	18	[U.S.S.G. § 2B1.1(b)(1)(J)]
28	Aggravating role:	4	[U.S.S.G. § 3B1.1(a)]

1	Health care fraud:	2	[U.S.S.G. § 3B1.1(b)(7)]
2	Abuse of trust:	2	[U.S.S.G. § 3B1.3]
3	Acceptance of responsibility:	-3	[U.S.S.G. § 3E1.1]
4	Total Offense Level:	29	

5
6 The USAO will agree to a two-level downward adjustment for acceptance
7 of responsibility (and, if applicable, move for an additional one-
8 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the
9 conditions set forth in paragraph 3(d) are met. Subject to paragraph
10 26 below, defendant and the USAO agree not to argue, either orally or
11 in writing, that any other specific offense characteristics,
12 adjustments, or departures relating to the offense level be imposed.
13 Defendant agrees, however, that if, after signing this agreement but
14 prior to sentencing, defendant were to commit an act, or the USAO
15 were to discover a previously undiscovered act committed by defendant
16 prior to signing this agreement, which act, in the judgment of the
17 USAO, constituted obstruction of justice within the meaning of
18 U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set
19 forth in that section.

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

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

26 WAIVER OF CONSTITUTIONAL RIGHTS

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

1 a. The right to persist in a plea of not guilty.
2 b. The right to a speedy and public trial by jury.
3 c. The right to be represented by counsel -- and if
4 necessary have the court appoint counsel -- at trial. Defendant
5 understands, however, that, defendant retains the right to be
6 represented by counsel -- and if necessary have the court appoint
7 counsel -- at every other stage of the proceeding.

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

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

13 f. The right to testify and to present evidence in
14 opposition to the charges, including the right to compel the
15 attendance of witnesses to testify.

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

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

22 WAIVER OF APPEAL OF CONVICTION

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

28

1 involuntary, then the USAO will be relieved of all of its obligations
2 under this agreement; and (b) should the USAO choose to pursue any
3 charge or any civil, administrative, or regulatory action that was
4 either dismissed or not filed as a result of this agreement, then
5 (i) any applicable statute of limitations will be tolled between the
6 date of defendant's signing of this agreement and the filing
7 commencing any such action; and (ii) defendant waives and gives up
8 all defenses based on the statute of limitations, any claim of pre-
9 indictment delay, or any speedy trial claim with respect to any such
10 action, except to the extent that such defenses existed as of the
11 date of defendant's signing this agreement.

12 EFFECTIVE DATE OF AGREEMENT

13 22. This agreement is effective upon signature and execution of
14 all required certifications by defendant, defendant's counsel, and a
15 United States Department of Justice Trial Attorney.

16 BREACH OF AGREEMENT

17 23. Defendant agrees that if defendant, at any time after the
18 signature of this agreement and execution of all required
19 certifications by defendant, defendant's counsel, and a United States
20 Department of Justice Trial Attorney, knowingly violates or fails to
21 perform any of defendant's obligations under this agreement ("a
22 breach"), the USAO may declare this agreement breached. All of
23 defendant's obligations are material, a single breach of this
24 agreement is sufficient for the USAO to declare a breach, and
25 defendant shall not be deemed to have cured a breach without the
26 express agreement of the USAO in writing. If the USAO declares this
27 agreement breached, and the Court finds such a breach to have
28 occurred, then: (a) if defendant has previously entered a guilty plea

1 pursuant to this agreement, defendant will not be able to withdraw
2 the guilty plea, and (b) the USAO will be relieved of all its
3 obligations under this agreement.

4 24. Following the Court's finding of a knowing breach of this
5 agreement by defendant, should the USAO choose to pursue any charge
6 or any civil, administrative, or regulatory action that was either
7 dismissed or not filed as a result of this agreement, then:

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

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

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

COURT AND PROBATION OFFICE NOT PARTIES

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

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

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

1 the sentence defendant will receive, except that it will be within
2 the statutory maximum.

3 NO ADDITIONAL AGREEMENTS

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

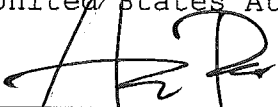
9 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

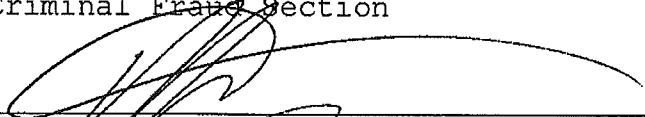
13 AGREED AND ACCEPTED

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

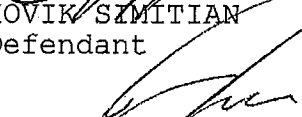
16 EILEEN M. DECKER
17 United States Attorney

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19 BLANCA QUINTERO
20 ALEXANDER F. PORTER
21 Trial Attorneys
22 United States Department of Justice
23 Criminal Fraud Section

8/6/15
Date

22 
23 HOVIK SIMITIAN
24 Defendant

8/6/15
Date

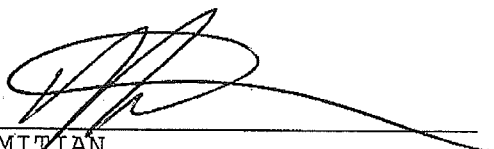
24 
25 JILBERT TAHMAZIAN
26 Attorney for Defendant Hovik Simitian

8/6/15
Date

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CERTIFICATION OF DEFENDANT

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



HOVIK SIMITIAN
Defendant

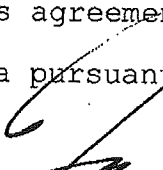
8/6/15

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Hovik Simitian'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

1 motions that might be filed, of possible defenses that might be
2 asserted either prior to or at trial, of the sentencing factors set
3 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
4 provisions, and of the consequences of entering into this agreement.
5 To my knowledge: no promises, inducements, or representations of any
6 kind have been made to my client other than those contained in this
7 agreement; no one has threatened or forced my client in any way to
8 enter into this agreement; my client's decision to enter into this
9 agreement is an informed and voluntary one; and the factual basis set
10 forth in this agreement is sufficient to support my client's entry of
11 a guilty plea pursuant to this agreement.

12
13 
14 _____
15 Gilbert Tabmazian
16 Attorney for Defendant Hovik
17 Simitian

8/6/15
18 _____
19 Date