

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA :  
 :  
 *versus* : CRIMINAL NO. 19-120-BAJ-EWD  
 :  
 KEVIN BERNARD HANLEY :

**PLEA AGREEMENT**

The United States Attorney’s Office for the Middle District of Louisiana (“the United States”) and Kevin Bernard Hanley (“the defendant”) hereby enter into the following plea agreement pursuant to Fed. R. Crim. P. 11(c).

**A. THE DEFENDANT’S OBLIGATIONS**

**1. Guilty Plea**

The defendant agrees to enter a plea of guilty to Count 5 of an Indictment charging him with Conspiracy to Defraud the United States and to Pay and Receive Healthcare Kickbacks in violation of 18 U.S.C. § 371 and 42 U.S.C. § 1320a-7b(b)(2).

**2. Financial Information**

The defendant agrees to fully and truthfully complete the financial statement provided to him by the United States and to return the financial statement to the United States within ten days of this agreement being filed with the Court. Further, the defendant agrees to provide the United States with any information or documentation in his possession regarding his financial affairs and to submit to a debtor’s examination upon request. Any financial information provided by the defendant may be used by the United States to collect any

financial obligations imposed in this prosecution and may be considered by the Court in imposing sentence.

**B. UNITED STATES' OBLIGATIONS**

**1. Non-prosecution/Dismissal of Charges**

The United States agrees that, if the Court accepts the defendant's guilty plea, it will move to dismiss Counts 6 and 7 of the Indictment after sentencing, and it will not prosecute the defendant for any offense related to the offenses charged in the Indictment.

**2. Motion for Third Point for Acceptance of Responsibility**

The United States acknowledges that the defendant has assisted authorities in the investigation or prosecution of the defendant's own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the United States to avoid preparing for trial and permitting the United States and the Court to allocate their resources efficiently. The United States therefore agrees that, if the Court finds that the defendant qualifies for a two-level decrease in offense level for acceptance of responsibility under USSG § 3E1.1(a) and, prior to the operation of USSG § 3E1.1(a), the defendant's offense level is 16 or greater, the United States will move the Court pursuant to USSG § 3E1.1(b) to decrease the defendant's offense level by one additional level. The United States reserves the right to object to a decrease in offense level for acceptance of responsibility based on information received by the United States after the effective date of this agreement, including information that the defendant failed to timely submit the financial statement required by Section A(2) of this agreement.

**C. SENTENCING**

**1. Maximum Statutory Penalties**

The maximum possible penalty on Count 5 is a term of imprisonment of five years, a fine of up to \$250,000 or twice the gross gain or twice the gross loss, whichever is greater, and a term of supervised release of three years.

In addition to the above, the Court must impose a special assessment of \$100 per count which is due at the time of sentencing. The Court may also order restitution.

**2. Supervised Release**

Supervised release is a period following release from imprisonment during which the defendant's conduct is monitored by the Court and the United States Probation Office and during which the defendant must comply with certain conditions. Supervised release is imposed in addition to a sentence of imprisonment, and a violation of the conditions of supervised release can subject the defendant to imprisonment over and above any period of imprisonment initially ordered by the Court for a term of up to two years, without credit for any time already served on the term of supervised release.

**3. Sentencing Guidelines**

The Court will determine in its sole discretion what the defendant's sentence will be. While the Court must consider the United States Sentencing Guidelines in imposing sentence, the Sentencing Guidelines are not binding on the Court. The Court could impose any sentence up to the maximum possible penalty as set out above despite any lesser or greater sentencing range provided for by the Sentencing Guidelines.

**4. No Agreement Regarding Sentencing**

Except as set forth in this agreement and the supplement to the plea agreement, the United States makes no promises, representations, or agreements regarding sentencing. In particular, the United States reserves the right to present any evidence and information, and to make any argument, to the Court and the United States Probation Office regarding sentencing.

**5. Forfeiture**

The defendant agrees to forfeit all property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense charged in Count 5 of the Indictment. Such gross proceeds includes:

1. Funds held in Regions Bank Account Number \*\*\*\*\*9458 in the name of Acadian Diagnostics Laboratories, LLC;
2. Cash/surrender value of Penn Mutual Life Insurance Company policy/contract number 008340669; and
3. Cash/surrender value of Penn Mutual Life Insurance Company policy/contract number 008343249.

The defendant admits that he owns the property identified in the Notice of Forfeiture in the Indictment, including the funds held in Regions Bank Account Number \*\*\*\*\*9458 in the name of Acadian Diagnostics Laboratories, LLC; the cash/surrender value of Penn Mutual Life Insurance Company policy/contract number 008340669; and the cash/surrender value of Penn Mutual Life Insurance Company policy/contract number 008343249. He therefore agrees to forfeit his interest in such property and consents to the entry of an order of forfeiture for such property.

The defendant agrees to forfeit to the United States a sum of money equal to the gross proceeds traceable to the commission of the offense charged in Count 5 of the Indictment. He consents to the entry of a personal money judgment against him in the amount that the Court determines represents the gross proceeds of the offense, and he understands that the Court may enter a personal money judgment against him in such amount.

The defendant understands that forfeiture of his property will not be treated as satisfaction of any fine, restitution, cost of imprisonment, or other penalty which may be imposed upon him as part of his sentence. The defendant further understands that, separate and apart from his sentence in this case, the United States may also institute civil or administrative forfeiture proceedings of any property, real or personal, which is subject to forfeiture. The defendant agrees to waive his interest in the property identified in the Notice of Forfeiture in the Indictment in any such civil or administrative forfeiture proceeding.

The defendant agrees to fully and truthfully disclose the existence, nature, and location of all assets and to fully and completely assist the United States in the recovery and forfeiture of all forfeitable assets, including taking all steps as requested by the United States to pass clear title to forfeitable assets to the United States. The defendant agrees to hold the United States, its agents, and its employees harmless from any claims whatsoever in connection with the seizure or forfeiture of property pursuant to the Court's forfeiture orders.

The defendant hereby waives the following: (1) all statutory and constitutional defenses to the forfeiture, including any claim that the forfeiture constitutes an excessive fine or punishment; (2) any failure by the Court to ensure at sentencing that the defendant is

aware of the forfeiture or to incorporate the forfeiture in the judgment as required by Fed. R. Crim. P. 32.2(b)(4)(B); and (3) any failure by the Court to inform the defendant of, and determine that the defendant understands, the applicable forfeiture prior to accepting the defendant's plea.

**D. FACTUAL BASIS**

The United States and the defendant stipulate to the following facts:

**The Medicare Program**

The Medicare Program ("Medicare") was a federally funded program that provided free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. The United States Department of Health and Human Services ("HHS"), through its agency, the Centers for Medicare and Medicaid Services ("CMS"), oversaw and administered Medicare. Individuals who received benefits under Medicare were commonly referred to as Medicare "beneficiaries."

Medicare covered different types of benefits, which were separated into different program "parts." Medicare "Part B" covered, among other things, medical services provided by physicians, medical clinics, laboratories, and other qualified health care providers, such as office visits, minor surgical procedures, and laboratory testing, that were medically necessary and ordered by licensed medical doctors or other qualified health care providers. The Medicare Advantage Program, formerly known as "Part C" or "Medicare+Choice," provided beneficiaries with the option to receive their Medicare benefits through a wide variety of private managed care plans, rather than through Medicare Part B.

Physicians, clinics, and other health care providers, including laboratories (collectively, "providers") that provided services to beneficiaries were able to apply for and obtain a Medicare "provider number." Providers that received a Medicare provider number were able to file claims with Medicare to obtain reimbursement for services provided to beneficiaries that were medically necessary. To receive Medicare reimbursement, providers needed to have applied to the Medicare Administrative Contractor ("MAC") and executed a written provider agreement. The Medicare provider enrollment application, CMS Form 855B, was required to be signed by an authorized representative of the provider. CMS Form 855B contained a certification that stated, among other things, that the provider agreed to abide by the applicable Medicare laws, regulations, and program instructions, and that payment of a claim by Medicare was conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions, including, but not limited to, the federal Anti-Kickback Statute.

Medicare, in receiving and adjudicating claims, acted through MACs, which were statutory agents of CMS for Medicare Part B. The MACs were responsible for processing Medicare claims arising within their assigned geographical area. Novitas Solutions Inc. (“Novitas”) was the MAC for consolidated Medicare jurisdictions JH and JL, which included Louisiana, Mississippi, Oklahoma, Texas, and Pennsylvania. Regardless of where services were provided within jurisdictions JH and JL, Novitas received and adjudicated claims in, and paid claims from, Mechanicsburg, Pennsylvania. Claims submitted electronically from providers in Louisiana to Novitas necessarily traveled in interstate commerce. For claims submitted under the Medicare Advantage Program, private health insurance companies, through their respective Medicare Advantage Plans, adjudicated claims in locations throughout the United States, specifically outside the state of Louisiana.

### **Cancer Genetic Testing**

Cancer genetic testing (“CGx testing”) used DNA sequencing to detect mutations in genes that could indicate a higher risk of developing certain types of cancers in the future. CGx testing was not a method of diagnosing whether an individual had cancer at the time of the test. Medicare did not cover diagnostic testing that was not reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member. Except for certain statutory exceptions, Medicare did not cover examinations performed for a purpose other than treatment or diagnosis of a specific illness, symptoms, complaint, or injury.

If diagnostic testing was necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member, Medicare imposed additional requirements before covering the testing. Specifically, all diagnostic x-ray tests, diagnostic laboratory tests, and other diagnostic tests were required to be ordered by the physician who was treating the beneficiary, that is, the physician who furnished a consultation or treated a beneficiary for a specific medical problem and who used the results in the management of the beneficiary’s specific medical problem. Tests not ordered by the physician who was treating the beneficiary were not reasonable and necessary.

### **The Defendant and Relevant Entities**

Acadian Diagnostic Laboratories, LLC (“Acadian”) was a Louisiana limited liability company with its principal place of business at 11842 Justice Avenue, Baton Rouge, Louisiana, within the Middle District of Louisiana. Acadian was a laboratory that purported to provide diagnostic laboratory services, including CGx testing. Acadian applied for and was enrolled as a Medicare provider. Acadian held an account, ending in 9458, at Regions Bank, in Baton Rouge, Louisiana. Defendant Kevin Bernard Hanley (“Hanley”), a resident of Prairieville, Louisiana, was the Chief Financial Officer of Acadian. Hanley signed the Medicare provider enrollment application on behalf of Acadian.

Archer Diagnostics, LLC (“Archer”), a South Carolina limited liability company with its principal place of business at 300B American Legion Road, Greer, South Carolina, was a purported marketing company that identified and solicited beneficiaries to receive CGx testing and provided CGx tests to laboratories. Archer held an account ending in 9750 at Grand South Bank in Greer, South Carolina. Mark Thomas Allen (“Allen”) was a resident of South Carolina. Allen owned, operated, and/or controlled Archer.

JL Management, LLC (“JL”), a Wyoming limited liability company registered with an address at 30 N. Gould Street, Sheridan Wyoming, was a purported medical billing company. Allen and Co-Conspirator 1 owned, operated, and/or controlled JL.

Company 1, a Florida limited liability company, was a purported marketing company that identified and solicited beneficiaries to receive CGx testing. Co-Conspirator 1 owned, operated, and/or controlled Company 1. Company 2, a Florida limited liability company, was a purported telemedicine company that arranged with telemedicine providers to provide telehealth services. Co-Conspirator 1 owned, operated, and/or controlled Company 2.

**Conspiracy to Defraud the United States  
and to Pay and Receive Health Care Kickbacks**

Beginning in or around March 2018, and continuing through in or around July 2019, in the Middle District of Louisiana, and elsewhere, the defendant, Hanley, did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate, and agree with Allen and Co-Conspirator 1: (a) to defraud the United States by impairing, impeding, obstructing, and defeating through deceitful and dishonest means, the lawful government functions of the HHS in its administration and oversight of Medicare; and (b) to knowingly and willfully offer and pay any remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, including by wire transfer, to a person to induce such person to refer an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole and in part by a Federal health care program, that is, Medicare and Medicare Advantage Plans.

Specifically, Hanley signed multiple Forms 855B in which he falsely certified to Medicare that he, as well as Acadian, would comply with all Medicare rules and regulations, and federal laws, including that they would not knowingly present or cause to be presented a false and fraudulent claim for payment by Medicare and Medicare Advantage Plans, and that they would comply with the Anti-Kickback Statute. Despite those certifications, Hanley, through Acadian, offered and paid kickbacks and bribes to Allen and Co-Conspirator 1 in exchange for recruiting and referring Medicare beneficiaries to Acadian. Hanley paid the kickbacks and bribes to Allen and Co-Conspirator 1, knowing that Acadian would bill Medicare and Medicare Advantage Plans for CGx testing purportedly provided to recruited beneficiaries, even though the CGx testing was not medically necessary and, therefore, was not eligible for reimbursement.



Furthermore, Hanley, Allen, and Co-Conspirator 1 created sham contracts, invoices, and documentation that disguised the illegal kickbacks and bribes as payments from Acadian to Archer and JL for marketing services. Hanley agreed to pay Allen and Co-Conspirator 1 50% of the reimbursements paid to Acadian by Medicare and Medicare Advantage Plans after deductions for billing fees and cost of goods sold, and in some cases an additional \$1,000 for the marketers, in exchange for their recruitment and referral of Medicare beneficiaries, CGx tests, and doctor's orders to Acadian, even after learning that the CGx tests were not medically necessary or reimbursable by Medicare. Hanley, Allen, and Co-Conspirator 1 used email and other forms of communication to inform each other of the collection of samples, the false and fraudulent orders for testing, Medicare reimbursements, and the payment of kickbacks and bribes, among other matters related to the scheme.

Through this scheme, from approximately March 2018 through July 2019, Hanley, Allen, and Co-Conspirator 1 caused Acadian to submit false and fraudulent claims to Medicare and Medicare Advantage Plans, in at least the approximate amount of \$127.4 million, via interstate wire communication, for CGx testing that was medically unnecessary and not eligible for reimbursement. As the result of these false and fraudulent claims, Medicare and Medicare Advantage Plans made payments to Acadian in at least the approximate amount of \$21.3 million. Hanley, Allen, and Co-Conspirator 1 used the fraud proceeds received from Acadian to benefit themselves and others, and to further the fraud.

#### Overt Acts

In furtherance of the conspiracy to defraud the United States and to pay and receive health care kickbacks, and to accomplish its objects and purpose, Hanley, Allen, and Co-Conspirator 1 committed, and caused to be committed, in the Middle District of Louisiana, and elsewhere, at least the following overt act:

Approximate Date of Payment	Approximate Amount	Description
9/12/2018	\$376,000	Wire transfer from Acadian bank account ending in 9458 to Archer bank account ending in 9750

The defendant admits that, to the best of his knowledge and belief, the stipulated statement of facts is true and correct in all respects. The United States and the defendant agree that, had this matter gone to trial, the United States could have proved such facts. The United States and the defendant further agree that such facts are sufficient to support

conviction of the offense to which the defendant has agreed to plead guilty. The defendant understands that, by the terms of USSG § 6B1.4, the Court is not limited by the stipulated facts for purposes of sentencing. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation and any other relevant information.

**E. BREACH AND ITS CONSEQUENCES**

**1. Conduct Constituting Breach**

Any of the following actions by the defendant constitutes a material breach of this agreement:

- a. failing to plead guilty to Count 5 of the Indictment at re-arraignment;
- b. representing, directly or through counsel, to the United States or the Court that he will not plead guilty to Count 5 of the Indictment;
- c. moving to withdraw his guilty plea;
- d. filing an appeal or instituting other post-conviction proceedings not authorized in Section F(2);
- e. disputing or denying guilt of the offense to which the defendant has agreed to plead guilty or denying or disputing any fact contained in the stipulated factual basis;
- f. concealing or disposing of assets with the specific intent of shielding such assets from forfeiture;
- g. providing false, misleading, or incomplete information or testimony, including financial information and testimony provided pursuant to Section A(2), to the United States; or
- h. violating the terms of this agreement or the supplement to the plea agreement in any other manner.

**2. Consequences of Breach**

In the event of a breach by the defendant, the United States is relieved of its obligations under the agreement and the supplement to the plea agreement. In particular, the United States may prosecute the defendant for any criminal offense. In addition, any statements and information provided by the defendant pursuant to this agreement (or the supplement to the plea agreement) or otherwise, and any information and evidence derived therefrom, may be used against the defendant in this or any other prosecution or proceeding without limitation. Such statements and information include, but are not limited to, the plea agreement itself (including the factual basis contained in Section D), the supplement to the plea agreement, statements made to law enforcement agents or prosecutors, testimony before a grand jury or other tribunal, statements made pursuant to a proffer agreement, statements made in the course of any proceedings under Rule 11, Fed. R. Crim. P. (including the defendant's entry of the guilty plea), and statements made in the course of plea discussions. The defendant expressly and voluntarily waives the protection afforded by Fed. R. Evid. 410 as to any statements made by him personally (but not as to statements made by his counsel). The defendant is not entitled to withdraw his guilty plea.

**3. Procedure for Establishing Breach**

The United States will provide written notice to the defendant or his attorney if it intends to be relieved of its obligations under the agreement and the supplement to the plea agreement as a result of a breach by the defendant. After providing such notice, the United States may institute or proceed with any charges against the defendant prior to any judicial determination regarding breach. However, the United States will obtain a judicial

determination regarding breach prior to using statements and information provided by the defendant or any act of producing documents or items by the defendant pursuant to this agreement or the supplement to the plea agreement, or any evidence or information derived therefrom, in its case-in-chief in a criminal trial or in sentencing the defendant in this case. The standard of proof in any proceeding to determine whether the plea agreement or the supplement to the plea agreement has been breached is preponderance of the evidence. To prove a breach, the United States may use (1) any and all statements of the defendant, (2) any and all statements of his counsel to the Court (including the United States Probation Office), and (3) any representation by defense counsel to the United States that the defendant will not plead guilty.

**F. WAIVERS BY THE DEFENDANT**

**1. Waiver of Trial Rights**

By pleading guilty, the defendant waives the right to plead not guilty or to persist in a not guilty plea and waives the right to a jury trial. At a trial, the defendant would have the trial rights to be represented by counsel (and if necessary have the Court appoint counsel), to confront and examine adverse witnesses, to be protected against compelled self-incrimination, to testify and present evidence, to compel the attendance of witnesses, and to have the jury instructed that the defendant is presumed innocent and the burden is on the United States to prove the defendant's guilt beyond a reasonable doubt. By waiving his right to a trial and pleading guilty, the defendant is waiving these trial rights.

**2. Waiver of Appeal and Collateral Remedies**

Except as otherwise provided in this section, the defendant hereby expressly waives the right to appeal his conviction and sentence, including any appeal right conferred by 28 U.S.C. § 1291 and 18 U.S.C. § 3742, and to challenge the conviction and sentence in any post-conviction proceeding, including a proceeding under 28 U.S.C. § 2241, 28 U.S.C. § 2255, or 18 U.S.C. § 3582(c)(2). This waiver applies to any challenge on appeal or in any post-conviction proceeding to any aspect of the defendant's sentence, including imprisonment, fine, special assessment, restitution, forfeiture or the length and conditions of supervised release or probation. The defendant, however, reserves the right to appeal the following: (a) any sentence which is in excess of the statutory maximum; (b) any sentence which is an upward departure pursuant to the Sentencing Guidelines; and (c) any non-Guidelines sentence or "variance" which is above the guidelines range calculated by the Court. Notwithstanding this waiver of appeal and collateral remedies, the defendant may bring any claim of ineffectiveness of counsel.

**3. Waiver of Statute of Limitations**

The defendant hereby waives all defenses based on the applicable statutes of limitation as to the offense charged in the Indictment including those that the United States has agreed to dismiss in Section B(1) and all offenses that the United States has agreed not to prosecute, as long as such offenses are not time-barred on the effective date of this agreement. The defendant likewise waives any common law, equitable, or constitutional claim of pre-indictment delay as to such offenses, as long as such offenses are not time-barred on the effective date of this agreement. The waivers contained in this paragraph will

expire one year after the date of any of the following: (1) a judicial finding that defendant has breached the plea agreement; (2) the withdrawal of any plea entered pursuant to this plea agreement; or (3) the vacating of any conviction resulting from a guilty plea pursuant to this plea agreement.

**4. Waiver of Speedy Trial Rights**

The defendant hereby waives any common law, equitable, or constitutional claim regarding post-indictment delay as to the offense charged in the Indictment including those that the United States has agreed to dismiss in Section B(1). The waiver contained in this paragraph will expire one year after the date of any of the following: (1) a judicial finding that defendant has breached the plea agreement; (2) the withdrawal of any plea entered pursuant to this plea agreement; or (3) the vacating of any conviction resulting from a guilty plea pursuant to this plea agreement.

**G. EFFECT OF AGREEMENT**

**1. Effective Date**

This agreement and the supplement to the plea agreement are not binding on any party until both are signed by the defendant, defendant's counsel, and an attorney for the United States. Once signed by the defendant, his counsel, and an attorney for the United States, the agreement and the supplement are binding on the defendant and the United States.

**2. Effect on Other Agreements**

This agreement incorporates the supplement to the plea agreement which will be filed under seal with the Court. In this district, the Court requires that a sealed supplement be filed with every plea agreement regardless of whether the defendant is cooperating. The

supplement either states that the defendant is not cooperating or provides the terms of the defendant's agreement to cooperate. This plea agreement, along with the aforementioned supplement to the plea agreement, supersedes any prior agreements, promises, or understandings between the parties, written or oral, including any proffer agreement.

**3. Effect on Other Authorities**

The agreement does not bind any federal, state, or local prosecuting authority other than the United States Attorney's Office for the Middle District of Louisiana.

**4. Effect of Rejection by Court**

Pursuant to Fed. R. Crim. P. 11, the Court may accept or reject this plea agreement and the supplement to the plea agreement. If the Court rejects the plea agreement and the supplement, the plea agreement and the supplement are no longer binding on the parties and are not binding on the Court. If the Court rejects the plea agreement and the supplement, the defendant will be given the opportunity to withdraw his plea and such withdrawal will not constitute a breach of the agreement. If the defendant does not withdraw his plea following rejection of the plea agreement and the supplement, the disposition of the case may be less favorable to the defendant than contemplated by the plea agreement.

**H. REPRESENTATIONS AND SIGNATURES**

**1. By The Defendant**

I, Kevin Bernard Hanley, have read this plea agreement and have discussed it with my attorney. I fully understand the agreement and enter into it knowingly, voluntarily, and without reservation. I have not been threatened, intimidated, pressured, or coerced in any

manner. I am not under the influence of any substance or circumstance that could impede my ability to understand the agreement and its consequences.


I affirm that absolutely no promises, agreements, understandings, or conditions have been made, agreed to, or imposed by the United States in connection with my decision to plead guilty except those set forth in this agreement and the supplement to the plea agreement.

I acknowledge that no promises or assurances have been made to me by anyone as to what my sentence will be. I understand that representations by my attorney (or anyone else) regarding application of the Sentencing Guidelines and/or my possible sentence are merely estimates and are not binding on the Court.

I have read the Indictment and discussed it with my attorney. I fully understand the nature of the charge, including the elements.

I have accepted this plea agreement and agreed to plead guilty because I am in fact guilty of the offense charged in Count 5 of the Indictment.

I am satisfied with the legal services provided by my attorney and have no objection to the legal representation I have received.

  
\_\_\_\_\_  
Kevin Bernard Hanley  
Defendant

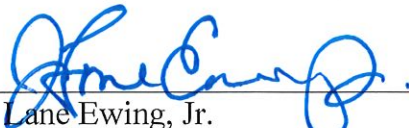
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**2. By Defense Counsel**

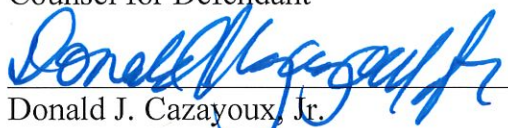
I have read the Indictment and this plea agreement and have discussed both with my client, Kevin Bernard Hanley, who is the defendant in this matter. I am satisfied that the



defendant understands the agreement and the charge against him, including the elements. I am also satisfied that the defendant is entering into the agreement knowingly and voluntarily. This agreement, together with the supplement to the plea agreement, accurately and completely sets forth the entire agreement between the defendant and the United States.

  
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J. Lane Ewing, Jr.  
Counsel for Defendant

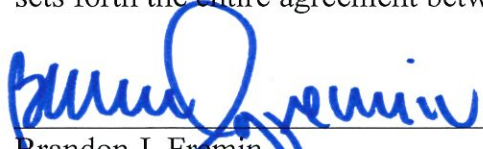
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Donald J. Cazayoux, Jr.  
Counsel for Defendant


DATE: 1/2/2020

**3. By the United States**

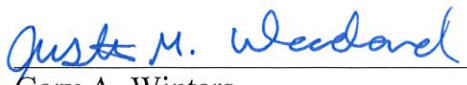
We accept and agree to this plea agreement on behalf of the United States. This agreement, together with the supplement to the plea agreement, accurately and completely sets forth the entire agreement between the defendant and the United States.

  
\_\_\_\_\_  
Brandon J. Eremin  
United States Attorney  
Middle District of Louisiana

DATE: 12/19/2019

  
\_\_\_\_\_  
Kristen L. Craig  
Assistant United States Attorney  
Middle District of Louisiana

DATE: 1/8/2020

  
\_\_\_\_\_  
Gary A. Winters  
Justin M. Woodard  
Trial Attorneys  
Criminal Division, Fraud Section  
United States Department of Justice

DATE: 1/8/2020