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

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

June 2017 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

TIFFANY ROGERS,

Defendant.

SA CR No. 18-57-CJC

I N D I C T M E N T

[18 U.S.C. § 371: Conspiracy;
18 U.S.C. §§ 1341, 1346: Mail
Fraud Involving Deprivation of
Honest Services; 18 U.S.C.
§§ 1343, 1346: Wire Fraud
Involving Deprivation of Honest
Services; 18 U.S.C. § 1952(a)(3):
Use of an Interstate Facility in
Aid of Unlawful Activity; 18
U.S.C. § 2: Aiding and Abetting
and Causing an Act to be Done; 18
U.S.C. §§ 981(a)(1)(C) and 28
U.S.C. § 2461(c): Criminal
Forfeiture]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 371]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Indictment:

1. Healthsmart Pacific Inc., doing business as Pacific
Hospital of Long Beach ("Pacific Hospital"), was a hospital located
in Long Beach, California, specializing in surgeries, particularly

1 spinal and orthopedic surgeries. From at least in or around 1997 to
2 October 2013, Pacific Hospital was owned and/or operated by Michael
3 D. Drobot ("Drobot"). Along with Drobot, unindicted co-conspirator
4 ("UCC") A owned and/or operated Pacific Hospital from in or around
5 2005 to in or around October 2010.

6 2. Defendant TIFFANY ROGERS ("defendant ROGERS") was an
7 orthopedic surgeon who practiced medicine with a medical group
8 located in Torrance, California, specializing in orthopedic spinal
9 surgery.

10 3. UCC-B "marketed" and provided implantable medical devices,
11 hardware, and instrumentation for spinal surgeries ("spinal
12 hardware") to defendant ROGERS. Based on his relationship with Paul
13 Randall ("Randall") -- a "marketer" who did business with Pacific
14 Hospital and various other entities and individuals -- UCC-B
15 facilitated defendant ROGERS' relationship with Pacific Hospital.

16 4. International Implants LLC ("I2") was a limited liability
17 company, controlled by Drobot and headquartered in Newport Beach,
18 California, that purchased surgical devices, hardware, and
19 instrumentation from original manufacturers and sold them to
20 hospitals, particularly Pacific Hospital.

21 5. Pacific Specialty Physician Management, Inc. ("PSPM") was a
22 corporation, owned and controlled by Drobot and others and
23 headquartered in Newport Beach, California, that provided
24 administrative and management services for physicians' offices.

25 6. James Canedo ("Canedo") was Pacific Hospital's Chief
26 Financial Officer ("CFO"). UCC-C was Pacific Hospital's controller,
27 who would issue payment to vendors and other payees at the direction
28 of Drobot, Canedo, and others.

California Workers' Compensation System ("CWCS")

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

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

Health Care Programs

9. SCIF and other workers' compensation insurance carriers, personal injury insurers, and other public and private plans and contracts, were "health care benefit programs" (as defined in 18 U.S.C. § 24(b)), that affected commerce.

Relevant California Laws Pertaining to Bribery and Kickbacks

10. California law, including the California Business and Professions Code and the California Insurance Code, prohibited the offering, delivering, soliciting, or receiving of anything of value in return for referring a patient for medical services.

1 11. California Business & Professions Code Section 650
2 prohibited the offer, delivery, receipt, or acceptance by certain
3 licensees -- specifically including physicians -- of any commission
4 or other consideration, whether in the form of money or otherwise, as
5 compensation or inducement for referring patients, clients, or
6 customers to any person.

7 12. California Insurance Code Section 750(a) prohibited anyone
8 who engaged in the practice of processing, presenting, or negotiating
9 claims -- including claims under policies of insurance -- from
10 offering, delivering, receiving, or accepting any commission or other
11 consideration, whether in the form of money or otherwise, as
12 compensation or inducement to any person for the referral or
13 procurement of clients, cases, patients, or customers.

14 Fiduciary Duties and the Physician-Patient Relationship

15 13. A "fiduciary" obligation generally existed whenever one
16 person -- a client -- placed special trust and confidence in another
17 -- the fiduciary -- in reliance that the fiduciary would exercise his
18 or her discretion and expertise with the utmost honesty and
19 forthrightness in the interests of the client, such that the client
20 could relax the care and vigilance she or he would ordinarily
21 exercise, and the fiduciary knowingly accepted that special trust and
22 confidence and thereafter undertook to act on behalf of the client
23 based on such reliance.

24 14. Physicians owed a fiduciary duty to their patients,
25 requiring physicians to act in the best interest of their patients,
26 and not for their own professional, pecuniary, or personal gain.
27 Physicians owed a duty of honest services to their patients for
28 decisions made relating to the medical care of those patients,

1 including the informed choice of whether to undergo surgery and other
2 medical procedures, as well as the selection of a provider and
3 facility for such surgeries and procedures. Patients' right to
4 honest services from physicians included the right not to have
5 physician-fiduciaries solicit or accept bribes and kickbacks
6 connected to the medical care of such patients.

7 B. OBJECTS OF THE CONSPIRACY

8 15. Beginning on an unknown date, but no later than in or about
9 June 2012, and continuing through at least in or around April 2013,
10 in Orange and Los Angeles Counties, within the Central District of
11 California, and elsewhere, Drobot, defendant ROGERS, Canedo, UCC-B,
12 UCC-C, and others known and unknown to the Grand Jury at various
13 times, knowingly combined, conspired, and agreed to commit the
14 following offenses against the United States: Honest services mail
15 fraud, in violation of Title 18, United States Code, Sections 1341
16 and 1346; Honest services wire fraud, in violation of Title 18,
17 United States Code, Sections 1343 and 1346; and Use of an interstate
18 facility in aid of bribery, in violation of Title 18, United States
19 Code, Section 1952(a).

20 C. MANNER AND MEANS OF THE CONSPIRACY

21 16. The objects of the conspiracy were to be carried out, and
22 were carried out, in the following ways, among others:

23 a. Drobot, Canedo, Randall, and other co-conspirators
24 working with Pacific Hospital would offer to pay and cause the
25 payment of kickbacks to defendant ROGERS and other surgeons (the
26 "Pacific Induced Surgeons"), chiropractors, personal injury
27 attorneys, marketers, and others (collectively, the "Pacific Kickback
28 Recipients") in exchange for patient-related referrals to Pacific

1 Hospital for spinal surgeries, other types of surgeries, magnetic
2 resonance imaging ("MRI"), toxicology, durable medical equipment, and
3 other services (the "Kickback Tainted Surgeries and Services") that
4 would be billed to health care benefit programs or subject to
5 personal injury claims and/or liens.

6 b. Influenced by the promise of kickbacks, Pacific
7 Kickback Recipients, including defendant ROGERS, would cause patients
8 insured by various health care benefit programs, or subject to
9 personal injury claims and/or liens, to have Kickback Tainted
10 Surgeries and Services at Pacific Hospital.

11 c. Pacific Hospital and Pacific Induced Surgeons,
12 including defendant ROGERS, would submit claims, by mail and
13 electronically, to health care benefit programs and/or personal
14 injury attorneys (collectively, "Potential Claim Payers") for
15 payments related to the Kickback Tainted Surgeries and Services.

16 d. As Drobot, defendant ROGERS, Canedo, and other co-
17 conspirators knew and intended, and as was reasonably foreseeable to
18 them, in using the mails, wire communications, and facilities in
19 interstate commerce to: (i) communicate about patient referrals and
20 underlying kickback arrangements, (ii) submit claims to Potential
21 Claim Payers for the Kickback Tainted Surgeries and Services, and
22 (iii) obtain payment from Potential Claim Payers for the Kickback
23 Tainted Surgeries and Services, Drobot, defendant ROGERS, Canedo, and
24 other co-conspirators would solicit, offer, receive, or pay, and/or
25 cause the solicitation, offering, receipt, and payment of kickbacks
26 that were material to patients and Potential Claim Payers.

27 e. In soliciting and receiving concealed bribes and
28 kickbacks to induce the referral of patients and corresponding

1 ancillary services to Pacific Hospital, defendant ROGERS and other
2 medical professionals would deprive patients of their right to honest
3 services.

4 f. Using the mails and other facilities in interstate
5 commerce, Drobot, Canedo, and others would communicate about and pay,
6 and cause the payment of, kickbacks and bribes to Pacific Kickback
7 Recipients, including defendant ROGERS, who caused the referral of,
8 and/or performed, Kickback Tainted Surgeries and Services at Pacific
9 Hospital.

10 g. Potential Claim Payers would pay Pacific Hospital and
11 Pacific Induced Surgeons, including defendant ROGERS, for the
12 Kickback Tainted Surgeries and Services by mail and electronically.

13 h. To conceal and disguise the kickback payments from
14 Potential Claim Payers, patients, and law enforcement, Drobot,
15 Canedo, and other co-conspirators, through Pacific Hospital, would
16 enter into arrangements with Pacific Kickback Recipients, including
17 defendant ROGERS. In many cases, these arrangements would be reduced
18 to written contracts, including, among others, lease and rental
19 agreements, option agreements, collection agreements, management
20 agreements, marketing agreements, and pharmacy agreements.

21 i. The written contracts would not specify that one
22 purpose for the agreements would be to induce Pacific Kickback
23 Recipients to refer Kickback Tainted Surgeries and Services to
24 Pacific Hospital. Additionally, the value or consideration discussed
25 as part of these arrangements would, in fact, generally not be
26 provided or desired; rather, the compensation would be paid, entirely
27 or in part, depending on the arrangement, to cause Pacific Kickback
28 Recipients to refer Kickback Tainted Surgeries and Services to

1 Pacific Hospital. Relatedly, the written contracts would generally
2 allow for remuneration to Pacific Kickback Recipients far in excess
3 of any reasonable fair market value assessment of legitimate services
4 or things of value purportedly contracted for -- to the extent
5 calculated without regard to the value of the Kickback Tainted
6 Surgeries and Services.

7 j. Defendant ROGERS would receive remuneration in
8 exchange for performing Kickback Tainted Surgeries and Services at
9 Pacific Hospital. The illegal kickback and bribe payments would be
10 provided to defendant ROGERS under the guise of a bogus "Outsourced
11 Collection Agreement."

12 k. Drobot, Canedo, and others would maintain, review,
13 and/or communicate about records of the number of Kickback Tainted
14 Surgeries and Services performed at Pacific Hospital due to referrals
15 from defendant ROGERS and other Pacific Kickback Recipients, as well
16 as the amounts owed and paid to defendant ROGERS and other Pacific
17 Kickback Recipients for such referrals.

18 D. EFFECTS OF THE CONSPIRACY

19 17. Had Potential Claim Payers and patients known the true
20 facts regarding the payment of kickbacks and bribes for the referral
21 of Kickback Tainted Surgeries and Services performed at Pacific
22 Hospital: (a) the Potential Claim Payers would have subjected the
23 claims to additional review, would not have paid the claims, and/or
24 would have paid a lesser amount on the claims; and (b) patients would
25 have more closely scrutinized a surgery or hospital service
26 recommendation, would have sought second opinions from physicians who
27 did not have a financial conflict of interest, would not have had the
28

1 surgery or service performed, and/or would have insisted on a
2 different hospital facility.

3 18. Between in or about October 2012 and April 2013,
4 defendant ROGERS referred and/or performed Kickback Tainted Surgeries
5 and Services at Pacific Hospital. In connection with these Kickback
6 Tainted Surgeries and Services, Pacific Hospital billed Potential
7 Claim Payers approximately \$1.5 million, and was paid approximately
8 \$550,000. Drobot, Canedo, and UCC-C, through Pacific Hospital, paid
9 and caused to be paid to defendant ROGERS at least approximately
10 \$35,000 in connection with her Kickback Tainted Surgeries and
11 Services.

12 E. OVERT ACTS

13 19. On or about the following dates, in furtherance of the
14 conspiracy and to accomplish the objects of the conspiracy, Drobot,
15 defendant ROGERS, Canedo, UCC-A, UCC-B, UCC-C, and other co-
16 conspirators known and unknown to the Grand Jury, committed,
17 willfully caused others to commit, and aided and abetted the
18 commission of the following overt acts, among others, within the
19 Central District of California and elsewhere:

20 Overt Act No. 1: On or about June 21, 2012, Drobot, defendant
21 ROGERS, Randall, UCC-B, and another individual met to discuss
22 potential financial arrangements to induce defendant ROGERS to
23 perform Kickback Tainted Surgeries and Services at Pacific Hospital.

24 Overt Act No. 2: On or about July 14, 2012, defendant ROGERS
25 emailed Drobot referencing their June 21, 2012 meeting and wrote, in
26 part:

27 I would like to find a time where we can get together to
28 continue discussions. I will give my hospital privilege packet

1 to [individual connected to Pacific Hospital] shortly.

2 Hopefully the process can be expedited.

3 Overt Act No. 3: As part of the same email chain identified
4 in the preceding Overt Act, on or about July 26, 2012, Drobot and
5 defendant ROGERS confirmed a dinner meeting for Sunday, July 29,
6 2012, at Fleming's Steakhouse.

7 Overt Act No. 4: On or about July 30, 2012, a Pacific
8 Hospital paralegal emailed defendant ROGERS, writing that "[Drobot]
9 requested that I send you the attached agreement. Please execute two
10 copies and return them to me for [Drobot's] counter[-]signature."

11 Overt Act No. 5: As part of the same email chain identified
12 in the preceding Overt Act, on or about September 6, 2012, defendant
13 ROGERS emailed the Pacific Hospital paralegal writing: "Did you have
14 the agreement?"

15 Overt Act No. 6: As part of the same email chain identified
16 in the preceding Overt Act, on or about September 7, 2012, the
17 Pacific Hospital paralegal responded that he had mailed a copy to
18 defendant ROGERS and asked if she received the signed agreement.
19 Defendant ROGERS responded: "Yes, but I signed it & sent it back for
20 signature, I believe."

21 Overt Act No. 7: As part of the same email chain identified
22 in the preceding Overt Act, on or about September 9, 2012, the
23 Pacific Hospital paralegal responded to defendant ROGERS that the
24 signed contract may have been lost in the mail and requested
25 defendant ROGERS mailing address to re-send the agreement.

26 Overt Act No. 8: As part of the same email chain identified
27 in the preceding Overt Act, on or about September 12, 2012, the
28

1 Pacific Hospital paralegal emailed defendant ROGERS a fully executed
2 copy of an "Outsourced Collection Agreement."

3 Overt Act No. 9: On an unknown date, defendant ROGERS,
4 individually, and Drobot, through Pacific Hospital, entered into an
5 "Outsourced Collection Agreement," purportedly "effective July 1,
6 2012," wherein defendant ROGERS contracted to assist Pacific Hospital
7 in collecting certain personal injury and workers' compensation
8 claims and liens that Pacific Hospital would purportedly refer to
9 defendant ROGERS to collect on behalf of the hospital. Under the
10 agreement, Pacific Hospital agreed to pay defendant ROGERS 15% of the
11 amount collected and received by Pacific Hospital on referred claims.

12 Overt Act No. 10: On or about September 18, 2012, an un-
13 indicted co-conspirator ("UCC") affiliated with Pacific Hospital
14 emailed another Pacific Hospital employee, with a subject "Dr.
15 Tiffany Rogers' cases," and discussed having "just received two spine
16 fusion cases from our new surgeon's office."

17 Overt Act No. 11: On or about October 1, 2012, defendant
18 ROGERS performed a spinal surgery on patient M.B. at Pacific
19 Hospital.

20 Overt Act No. 12: On or about October 8, 2012, defendant
21 ROGERS performed a spinal surgery on patient M.M. at Pacific
22 Hospital.

23 Overt Act No. 13: On or about October 20, 2012, defendant
24 ROGERS performed a spinal surgery on patient M.A. at Pacific
25 Hospital.

26 Overt Act No. 14: On or about November 19, 2012, defendant
27 ROGERS performed a spinal surgery on patient C.C. at Pacific
28 Hospital.

1 Overt Act No. 15: On or about December 8, 2012, defendant
2 ROGERS performed a spinal surgery on patients F.C. and C.H. at
3 Pacific Hospital.

4 Overt Act No. 16: On or about December 17, 2012, defendant
5 ROGERS performed a spinal surgery on patients M.S. and S.C. at
6 Pacific Hospital.

7 Overt Act No. 17: On or about March 12, 2013, defendant ROGERS
8 emailed Drobot, writing, in part: "I am checking to see what the
9 update with the collection agreement is. To date, I have done 8
10 cases since Oct 1[.]"

11 Overt Act No. 18: As part of the same email chain identified
12 in the preceding Overt Act, on or about March 25, 2013, defendant
13 ROGERS emailed Drobot, writing:

14 It's Monday, I'm here at Pacific doing two more spine cases. I
15 have two more scheduled for next week. As mentioned prior, I
16 have been doing cases since October. I still have had no
17 contact regarding the collections agreement.

18 Overt Act No. 19: On or about March 25, 2013, defendant ROGERS
19 performed a spinal surgery on patients Ro.C. and Ra.C at Pacific
20 Hospital.

21 Overt Act No. 20: On or about March 28, 2013, Canedo emailed
22 UCC-C, copying defendant ROGERS, instructing UCC-C to "cut a check to
23 Tiffany Rogers, MD, for \$35,478.21[,]" and requested defendant ROGERS
24 to provide an invoice supporting the payment.

25 Overt Act No. 21: As part of the same email chain identified
26 in the preceding Overt Act, on or about March 28, 2013, defendant
27 ROGERS emailed Canedo inquiring if she still needed to send the
28 requested invoice. Canedo responded:

1 You should send me an invoice with those accounts on it to show
2 that you actually collected those accounts. That's what your
3 agreement covers.

4 Defendant ROGERS replied:

5 Ok. I will work on it. Can you let me know what accounts the
6 35K is for? Also, please re-send the invoice template.

7 Overt Act No. 22: As part of the email chain identified in the
8 preceding Overt Act, on or about March 28, 2013, Canedo responded to
9 defendant ROGERS with a list identifying various patients on whom
10 defendant ROGERS performed surgery at Pacific Hospital in October and
11 December 2012, with collections to date corresponding to those
12 patients totaling \$236,521.40. The spreadsheet also identified that
13 fifteen percent of those collections was \$35,478.21.

14 Overt Act No. 23: On or about March 28, 2013, Pacific Hospital
15 issued a check (#270300) for \$35,478.21 to defendant ROGERS.

16 Overt Act No. 24: On or about April 2, 2013, Pacific Hospital
17 mailed a claim for the hospital-billing component of patient Ro.C.'s
18 medical care to Blue Shield of California.

19 Overt Act No. 25: On or about April 4, 2013, defendant ROGERS
20 caused the check issued from Pacific Hospital, in the amount of
21 \$35,478.21, to be deposited into her Bank of America checking account
22 ending in 7570 (the "7570 BoA Acct").
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COUNTS TWO THROUGH FOUR

[18 U.S.C. §§ 1341, 1346, 2(b)]

20. Paragraphs 1 through 14 and 16 through 19 of this Indictment, including all subparagraphs, are re-alleged and incorporated by reference as if fully set forth herein.

A. THE SCHEME TO DEFRAUD

21. Beginning on a date unknown, but from no later than in or around June 2012, and continuing through at least in or around July 2013, in Orange and Los Angeles Counties, within the Central District of California, and elsewhere, Drobot, defendant ROGERS, Canedo, UCC-B, UCC-C, and others known and unknown to the Grand Jury at various times, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud patients of their right to honest services of their physicians' performance of duties as treating physicians and medical providers by soliciting, offering, accepting, and paying bribes and kickbacks to induce the referral of Kickback Tainted Surgeries and Services to Pacific Hospital.

B. OPERATION OF THE SCHEME TO DEFRAUD

22. The fraudulent scheme operated, in substance, as set forth in paragraphs 16 through 19 of this Indictment.

C. USE OF THE MAILS

23. On or about the following dates, within the Central District of California, and elsewhere, Drobot, defendant ROGERS, and other co-schemers, for the purpose of executing the above-described scheme to defraud, willfully caused the following items to be placed in a post office and authorized depository for mail matter to be delivered by the Postal Service:

COUNT	APPROXIMATE DATE	MAILING
TWO	4/2/2013	Claim for reimbursement from Pacific Hospital to ILWU in San Francisco, California, seeking \$125,608.10 for the hospital-billing component of medical care provided to patient Ro.C., based on a spinal fusion surgery defendant ROGERS performed at Pacific Hospital on or about March 25, 2013.
THREE	4/11/2013	Claim for reimbursement from Pacific Hospital to Gallagher Basset in Tucson, Arizona and an attorney for patient T.E. in Sanford, California, seeking \$99,326 for the hospital-billing component of medical care provided to patient T.E., based on a spinal cervical fusion surgery defendant ROGERS performed at Pacific Hospital on or about April 1, 2013.
FOUR	6/27/2013	Check (#0102485862) from Gallagher Basset, in the amount of \$28,483.76, to Pacific Hospital for reimbursement of the claim related to the hospital-billing component for patient T.E., who defendant ROGERS performed spinal surgery on at Pacific Hospital on or about April 1, 2013.

COUNTS FIVE THROUGH EIGHT

[18 U.S.C. §§ 1343, 1346]

24. Paragraphs 1 through 14 and 16 through 19 of this Indictment, including all subparagraphs, are re-alleged and incorporated by reference as if fully set forth herein.

A. THE SCHEME TO DEFRAUD

25. Beginning on a date unknown, but from no later than June 2012, and continuing through at least in or around July 2013, in Orange and Los Angeles Counties, within the Central District of California, and elsewhere, Drobot, defendant ROGERS, Canedo, UCC-B, UCC-C, and others known and unknown to the Grand Jury at various times, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud patients of their right to honest services of their physicians' performance of duties as treating physicians and medical providers by soliciting, offering, accepting, and paying bribes and kickbacks to induce the referral of Kickback Tainted Surgeries and Services to Pacific Hospital.

B. OPERATION OF THE SCHEME TO DEFRAUD

26. The fraudulent scheme operated, in substance, as set forth in paragraphs 16 through 19 of this Indictment.

C. USE OF INTERSTATE WIRES

27. On or about the following dates, within the Central District of California, and elsewhere, Drobot, defendant ROGERS, and other co-schemers, for the purpose of executing the above-described scheme to defraud, transmitted and caused the transmission of items by means of wire communication in interstate commerce, as set forth below:

COUNT	APPROXIMATE DATE	INTERSTATE WIRE TRANSMISSION
FIVE	3/26/2013	Interstate wire through a Yahoo, Inc. server located outside of California, effectuating the transmission of an e-mail exchange involving defendant ROGERS, Drobot, and Canedo, which identified surgeries defendant ROGERS performed at Pacific Hospital in exchange for a kickback and bribe payment.
SIX	4/1/2013	Interstate wire through a Yahoo, Inc. server located outside of California, effectuating the transmission of an e-mail involving defendant ROGERS, Drobot, and Canedo discussing the kickback and bribe amounts defendant ROGERS should expect as a result of her Kickback Tainted Surgeries and Services performed at Pacific Hospital.
SEVEN	4/4/2013	Interstate wire outside of California, effectuating a transfer of \$35,478.21 from Pacific Hospital's East West Bank account ending in 0545 in California to the 7570 BoA Acct, representing a kickback and bribe payment to defendant ROGERS for Kickback Tainted Surgeries and Services she performed at Pacific Hospital.
EIGHT	7/3/2013	Interstate wire outside of California, effectuating a transfer of \$28,483.76 from Gallagher Basset to Pacific Hospital's East West Bank account ending in 0553 in California, reimbursing a claim related to the hospital bill for patient T.E., who defendant ROGERS performed spinal surgery on at Pacific Hospital on or about April 1, 2013.

COUNTS NINE AND TEN

[18 U.S.C. § 1952(a)(3); 18 U.S.C. § 2]

28. Paragraphs 1 through 14, 16 through 19, 23, and 27 of this Indictment, including all subparagraphs, are re-alleged and incorporated by reference as if fully set forth herein.

29. On or about the dates set forth below, in Orange and Los Angeles Counties, within the Central District of California, and elsewhere, Drobot, defendant ROGERS, Canedo, UCC-C, and others, used, aided and abetted the use of, and willfully caused the use of, the mail and facilities in interstate commerce, with the intent to otherwise promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity, namely, kickbacks and bribes in violation of California Business & Professions Code Section 650 and California Insurance Code Section 750, and thereafter performed, attempted to perform, and aided and abetted and willfully caused the performance of an act to promote, manage, establish, and carry on, and to facilitate the promotion, management, establishment, and carrying on of such unlawful activity as follows:

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COUNT	DATE	USE OF MAIL OR FACILITY IN INTERSTATE COMMERCE	ACTS PERFORMED THEREAFTER
NINE	3/28/2013	E-mail exchange between defendant ROGERS, Canedo, and UCC-C, transmitted through a Yahoo, Inc. server located outside of California, discussing the Kickback Tainted Surgeries and Services supporting Pacific Hospital's payment of \$35,478.21 to defendant ROGERS.	On or about April 4, 2013, defendant ROGERS caused a check in the amount of \$35,478.21, representing a kickback and bribe payment for Kickback Tainted Surgeries and Services she performed at Pacific Hospital, to be deposited into her 7570 BoA Acct.
TEN	4/2/2013	Mailing of the claim/billing identified in Count Two above, seeking \$125,608.10 in reimbursement from ILWU for the hospital-billing component of medical care provided to patient Ro.C., based on a spinal fusion surgery defendant ROGERS performed at Pacific Hospital on or about March 25, 2013.	On or about September 9, 2014, Drobot caused a check in the amount of \$100,486.48 from ILWU-PMA Coastwise Claims Office, for the claim submitted on patient Ro.C., to be deposited in Pacific Hospital's Wells Fargo bank account ending in 5498.

FORFEITURE ALLEGATION

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

30. Pursuant to Rule 32.2(a), Fed. R. Crim. P., notice is hereby given to defendant ROGERS ("defendant") that the United States will seek forfeiture as part of any sentence in accordance with Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), in the event of defendant's conviction under any of Counts One through Ten of this Indictment.

31. Defendant shall forfeit to the United States the following property:

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

b. a sum of money equal to the total value of the property described in subparagraph a.

32. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), defendant shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as a result of any act or omission of defendant, the property described in the preceding paragraph, or any portion thereof (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the

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jurisdiction of the Court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty.

A TRUE BILL

Foreperson _____

TRACY L. WILKISON
Attorney for the United States,
Acting Under Authority Conferred
by 28 U.S.C. § 515



LAWRENCE S. MIDDLETON
Assistant United States Attorney
Chief, Criminal Division

DENNISE D. WILLETT
Assistant United States Attorney
Chief, Santa Ana Branch Office

JOSEPH T. MCNALLY
Assistant United States Attorney
Deputy Chief, Santa Ana Branch Office

ASHWIN JANAKIRAM
SCOTT D. TENLEY
Assistant United States Attorneys