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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,
 13 Plaintiff,
 14 v.
 15 CLIFFORD WOODS,
 16 Defendant.

No. CR 16-191

AMENDED PLEA AGREEMENT FOR
DEFENDANT CLIFFORD WOODS

18 1. This constitutes the plea agreement between CLIFFORD WOODS
 19 ("defendant") and the United States Attorney's Office for the Central
 20 District of California and the United States Department of Justice,
 21 Consumer Protection Branch ("these Offices") in the investigation of
 22 sale of unapproved new drugs under the Food, Drug & Cosmetic Act, 21
 23 U.S.C. § 301 et seq. This agreement is limited to these Offices and
 24 cannot bind any other federal, state, local, or foreign prosecuting,
 25 enforcement, administrative, or regulatory authorities.

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:
 28

1 a. At the earliest opportunity requested by these Offices
2 and provided by the Court, appear in the Central District of
3 California and plead guilty to a one count information in the form
4 attached to this agreement as Exhibit A or a substantially similar
5 form, which charges defendant with a Class A misdemeanor offense, to
6 wit: sale of unapproved new drugs in violation of 21 U.S.C. §§ 355,
7 331(d) and 333(a)(1).

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

9 c. Abide by all agreements regarding sentencing contained
10 in this agreement.

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

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

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

20 g. Pay the applicable special assessment at or before the
21 time of sentencing unless defendant lacks the ability to pay.

22 THESE OFFICES'S OBLIGATIONS

23 3. These Offices agrees to:

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

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

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

1 and including the time of sentencing, recommend a two-level reduction
2 in the applicable Sentencing Guidelines offense level, pursuant to
3 U.S.S.G. § 3E1.1.

4 d. At the time of sentencing, not oppose a sentence of
5 probation for defendant.

6 NATURE OF THE OFFENSE

7 4. Defendant understands that for defendant to be guilty of
8 the crime charged in count 1, that is, introduction of unapproved new
9 drug in interstate commerce, in violation of Title 21, United States
10 Code, Sections 355, 331(d) and 333(a)(1), the following must be true:

11 First, the defendant caused the introduction or delivery of
12 products into interstate commerce; and

13 Second, the products were an unapproved new drugs.

14 PENALTIES

15 5. Defendant understands that the statutory maximum sentence
16 that the Court can impose for a violation of Title 21, United States
17 Code, Section 331, is: one year imprisonment; one year of supervised
18 release; a fine of \$1,000; and a mandatory special assessment of \$25.

19 *no more than five (5) years probation if no imprisonment is imposed;*
\$100,000 or not more than the greater of twice the gross gain
or twice the gross loss;

FACTUAL BASIS

20 6. Defendant admits that defendant is, in fact, guilty of the
21 offense to which defendant is agreeing to plead guilty. Defendant
22 and these Office agree to the statement of facts provided below and
23 agree that this statement of facts is sufficient to support a plea of
24 guilty to the charge described in this agreement and to establish the
25 Sentencing Guidelines factors set forth in paragraph 8 below but is
26 not meant to be a complete recitation of all facts relevant to the
27 underlying criminal conduct or all facts known to either party that
28 relate to that conduct.

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1 On or about August 7, 2013, FDA sent a warning letter to
2 Defendant Clifford Woods concerning products found on websites he
3 used to sell dietary supplements. The letter informed Defendant
4 Woods that "[t]he therapeutic claims on your websites establish that
5 the products are drugs because they are intended for use in the cure,
6 mitigation, treatment, or prevention of disease," and that
7 "introducing or delivering these products for introduction into
8 interstate commerce for such uses violates the Act."

9 Despite receipt of this letter, from August 2013 until November
10 2015, Defendant Woods continued to market and sell in interstate
11 commerce Taheebo Life Tea to treat cancer, Life Glow Plus to treat
12 erectile dysfunction, Germanium to treat rheumatoid arthritis, and
13 Organic Sulfur (MSM) to treat numerous diseases including diabetes,
14 breast cancer, colon cancer, Alzheimer's disease, lupus, rheumatoid
15 arthritis, HIV infection, and AIDS. None of these products have been
16 approved by FDA for any of these claimed uses. Each of these
17 products was an unapproved new drug.

18 In or about May 2015, Defendant Woods caused the introduction
19 into interstate commerce of Taheebo Life Tea, Concentrated Extract,
20 by causing, from his business location in Van Nuys, California, the
21 shipment of a package of such product from Idaho to Washington, D.C.

22 SENTENCING FACTORS

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

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

7 8. Defendant and these Offices agree to the following
8 applicable Sentencing Guidelines factors:

9 Base Offense Level: 6 [U.S.S.G. § 2N2.1(a)]

10 Defendant and these Offices reserve the right to argue that
11 additional specific offense characteristics, adjustments, and
12 departures under the Sentencing Guidelines are appropriate.

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

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

19 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

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

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

15 WAIVER OF APPEAL OF CONVICTION

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

21 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

22 13. Defendant agrees that defendant gives up the right to
23 appeal all of the following: (a) the procedures and calculations used
24 to determine and impose any portion of the sentence; (b) the term of
25 imprisonment imposed by the Court; (c) the fine imposed by the court,
26 provided it is within the statutory maximum; (d) the term of
27 probation or supervised release imposed by the Court, provided it is
28 within the statutory maximum; and (e) any of the following conditions

1 of probation or supervised release imposed by the Court: the
2 conditions set forth in General Orders 318, 01-05, and/or 05-02 of
3 this Court; the drug testing conditions mandated by 18 U.S.C.
4 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions
5 authorized by 18 U.S.C. § 3563(b)(7).

6 14. These Offices agree that, provided all portions of the
7 sentence are at or below the statutory maximum specified above, these
8 Offices gives up their right to appeal any portion of the sentence.

9 RESULT OF WITHDRAWAL OF GUILTY PLEA

10 15. Defendant agrees that if, after entering a guilty plea
11 pursuant to this agreement, defendant seeks to withdraw and succeeds
12 in withdrawing defendant's guilty plea on any basis other than a
13 claim and finding that entry into this plea agreement was
14 involuntary, then these Offices will be relieved of all of their
15 obligations under this agreement.

16 EFFECTIVE DATE OF AGREEMENT

17 16. This agreement is effective upon signature and execution of
18 all required certifications by defendant, defendant's counsel, and an
19 attorney from the U.S. Department of Justice, Consumer Protection
20 Branch.

21 BREACH OF AGREEMENT

22 17. Defendant agrees that if defendant, at any time after the
23 signature of this agreement and execution of all required
24 certifications by defendant, defendant's counsel, and an attorney
25 from the U.S. Department of Justice, Consumer Protection Branch,
26 knowingly violates or fails to perform any of defendant's obligations
27 under this agreement ("a breach"), these Offices may declare this
28 agreement breached. All of defendant's obligations are material, a

1 single breach of this agreement is sufficient for these Offices to
2 declare a breach, and defendant shall not be deemed to have cured a
3 breach without the express agreement of these Offices in writing. If
4 these Offices declare this agreement breached, and the Court finds
5 such a breach to have occurred, then: (a) if defendant has previously
6 entered a guilty plea pursuant to this agreement, defendant will not
7 be able to withdraw the guilty plea, and (b) these Offices will be
8 relieved of all their obligations under this agreement.

9 18. Following the Court's finding of a knowing breach of this
10 agreement by defendant, should these Offices choose to pursue any
11 charge that was either dismissed or not filed as a result of this
12 agreement, then:

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

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

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

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

4 COURT AND PROBATION OFFICE NOT PARTIES

5 19. Defendant understands that the Court and the United States
6 Probation Office are not parties to this agreement and need not
7 accept any of these Offices's sentencing recommendations or the
8 parties' agreements to facts or sentencing factors.

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

24 21. Defendant understands that even if the Court ignores any
25 sentencing recommendation, finds facts or reaches conclusions
26 different from those agreed to, and/or imposes any sentence up to the
27 maximum established by statute, defendant cannot, for that reason,
28 withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be within
5 the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

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

12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

13 23. The parties agree that this agreement will be considered
14 part of the record of defendant's guilty plea hearing as if the
15 entire agreement had been read into the record of the proceeding.

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AGREED AND ACCEPTED

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

EILEEN M. DECKER
United States Attorney

[Signature]

ANN F. ENTWISTLE
Trial Attorney
U.S. Department of Justice
Consumer Protection Branch

March 3, 2016
Date

[Signature]

CLIFFORD WOODS
Defendant

Feb 11, 2016
Date

[Signature]

SHARON BABAKHAN
Attorney for Defendant CLIFFORD
WOODS

February 11, 2016
Date

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),

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

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Clifford Woods

CLIFFORD WOODS
Defendant


Feb 11th, 2016

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

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

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

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5 SHARON BABAKHAN
6 Attorney for Defendant CLIFFORD
WOODS

February 11, 2016
Date

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