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Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. CLIFFORD WOODS, Defendant.	No. CR 16-191 AMENDED PLEA AGREEMENT FOR DEFENDANT CLIFFORD WOODS

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

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

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

b. Not contest facts agreed to in this agreement.

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

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

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

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

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

THESE OFFICES'S OBLIGATIONS

3. These Offices agrees to:

a. Not contest facts agreed to in this agreement.

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

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

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

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

NATURE OF THE OFFENSE

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

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

Second, the products were an unapproved new drugs.

PENALTIES

5. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 21, United States Code, Section 331, is: one year imprisonment; one year of supervised release; no more than five (5) years probation if no imprisonment is imposed; a fine of ~~$1,000~~ $100,000 or not more than the greater of twice the gross gain or twice the gross loss; and a mandatory special assessment of $25.

FACTUAL BASIS

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

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

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

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

SENTENCING FACTORS

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

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

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

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

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

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

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

WAIVER OF CONSTITUTIONAL RIGHTS

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

a. The right to persist in a plea of not guilty.

b. The right to a speedy and public trial by jury.

c. The right to be represented by counsel -- and if necessary have the court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the court appoint counsel -- at every other stage of the proceeding.

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

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

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

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

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

WAIVER OF APPEAL OF CONVICTION

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

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

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

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

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

RESULT OF WITHDRAWAL OF GUILTY PLEA

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

EFFECTIVE DATE OF AGREEMENT

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

BREACH OF AGREEMENT

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

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

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

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

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

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

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

COURT AND PROBATION OFFICE NOT PARTIES

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

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

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

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

NO ADDITIONAL AGREEMENTS

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

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

EILEEN M. DECKER
United States Attorney

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

March 3, 2016
Date

CLIFFORD WOODS
Defendant

Feb 11, 2016
Date

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),

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.

Clifford Woods — Feb 11th, 2016

CLIFFORD WOODS
Defendant

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

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

February 11, 2016

Date

SHARON BABAKHAN
Attorney for Defendant CLIFFORD WOODS