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

BY: _____

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 7 UNITED STATES OF AMERICA

8 UNITED STATES DISTRICT COURT
 9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

CR 12 00589

10 UNITED STATES OF AMERICA,
 11 Plaintiff,
 12
 13 v.
 14 AJAY K. ANAND,
 15 Defendant.

CR No. _____
PLEA AGREEMENT FOR DEFENDANT
AJAY K. ANAND

16
 17 1. This constitutes the plea agreement between Ajay K. Anand ("defendant") and
 18 the Fraud Section of the Criminal Division of the United States Department of Justice
 19 (the "Fraud Section") in United States v. Ajay K. Anand, CR No. _____. This
 20 agreement is limited to the Fraud Section and cannot bind any other federal, state, local,
 21 or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

22
 23 2. Defendant agrees to:
 24 a) Give up the right to indictment by a grand jury and, at the earliest
 25 opportunity requested by the Fraud Section and provided by the Court, appear and plead
 26 guilty to a one-count information in the form attached to this agreement as **Exhibit 1** or a
 27 substantially similar form, which charges defendant with obstruction of justice in

1 violation of Title 18 United States Codes, Section 1505;

2 b) Not contest facts agreed to in this agreement;

3 c) Abide by all agreements regarding sentencing factors contained in this
4 agreement;

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

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

11 f) Be truthful at all times with Pretrial Services, the United States Probation
12 Office, and the Court; and

13 g) Pay the applicable special assessment at or before the time of sentencing
14 unless defendant lacks the ability to pay, and submit a completed financial statement
15 (Form OBD-500).

16 3. Defendant further agrees to cooperate fully with the Fraud Section, the United
17 States Postal Inspection Service, any other federal, state, local, or foreign prosecuting,
18 enforcement, administrative, or regulatory authority. This cooperation requires defendant
19 to:

20 a) Respond truthfully and completely to all questions that may be put to
21 defendant, whether in interviews, before a grand jury, or at any trial or other court
22 proceeding;

23 b) Attend all meetings, grand jury sessions, trials or other proceedings at
24 which defendant's presence is requested by the Fraud Section or compelled by subpoena
25 or court order;

26 c) Produce voluntarily all documents, records, or other tangible evidence
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1 relating to matters about which the Fraud Section or its designee, inquires; and

2 d) To provide a full and complete listing of all assets held by him or in any
3 other name for his benefit, as requested by the Fraud Section.

4 4. For purposes of this agreement: (1) "Cooperation Information" shall mean any
5 statements made, or documents, records, tangible evidence, or other information
6 provided, by defendant pursuant to defendant's cooperation under this agreement; and (2)
7 "Plea Information" shall mean any statements made by defendant, under oath, at the
8 guilty plea hearing and the agreed-to factual basis statement in this agreement.

9
10 THE FRAUD SECTION'S OBLIGATIONS

11 5. The Fraud Section agrees to:

12 a) Not contest facts agreed to in this agreement;
13 b) Abide by all agreements regarding sentencing factors contained in this
14 agreement; and

15 c) At the time of sentencing, provided that defendant demonstrates an
16 acceptance of responsibility for the offense up to and including the time of sentencing,
17 recommend a two-level reduction in the applicable Sentencing Guidelines offense level,
18 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional
19 one-level reduction if available under that section.

20 6. The Fraud Section further agrees:

21 a) Not to offer as evidence in its case-in-chief in the above-captioned case
22 or any other criminal prosecution that may be brought against defendant by the Fraud
23 Section, or in connection with any sentencing proceeding in any criminal case that may be
24 brought against defendant by the Fraud Section, any Cooperation Information. Defendant
25 agrees, however, that the Fraud Section may use both Cooperation Information and Plea
26 Information: (1) to obtain and pursue leads to other evidence, which evidence may be
27 fused for any purpose, including any criminal prosecution of defendant; (2) to cross-

1 examine defendant should defendant testify, or to rebut any evidence offered, or argument
2 or representation made, by defendant, defendant's counsel, or a witness called by
3 defendant in any trial, sentencing hearing, or other court proceeding; and (3) in any
4 criminal prosecution of defendant for false statement, obstruction of justice, or perjury;

5 b) Not to use Cooperation Information against defendant at sentencing for
6 the purpose of determining the applicable guideline range, including the appropriateness
7 of an upward departure, or the sentence to be imposed, and to recommend to the Court
8 that Cooperation Information not be used in determining the applicable guideline range or
9 the sentence to be imposed. Defendant understands, however, that Cooperation
10 Information will be disclosed to the probation office and the Court, and that the Court
11 may use Cooperation Information for the purposes set forth in U.S.S.G § 1B1.8(b), and
12 for determining the sentence to be imposed;

13 c) In connection with defendant's sentencing, to bring to the Court's
14 attention the nature and extent of defendant's cooperation;

15 d) If the Fraud Section determines, in its exclusive judgment, that
16 defendant has both complied with defendant's obligations under paragraphs 2 through 4
17 above and provided substantial assistance to law enforcement in the prosecution or
18 investigation of another ("substantial assistance"), to move the Court pursuant to U.S.S.G.
19 § 5K1.1 to fix an offense level and corresponding guideline range below that otherwise
20 dictated by the sentencing guidelines, and to recommend a term of imprisonment within
21 this reduced range; and

22 e) Recommend that defendant be sentenced to a term of imprisonment no
23 higher than the low end of the applicable Sentencing Guidelines range.

24 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

25 7. Defendant understands the following:

26 a) Any knowingly false or misleading statement by defendant will subject
27

1 defendant to prosecution for false statement, obstruction of justice, and perjury and will
2 constitute a breach by defendant of this agreement.

3 b) Nothing in this agreement requires the Fraud Section or any other
4 prosecuting, enforcement, administrative, or regulatory authority to accept any
5 cooperation or assistance that defendant may offer, or to use it in any particular way.

6 c) Defendant cannot withdraw defendant's guilty plea if the Fraud Section
7 does not make a motion pursuant to U.S.S.G. § 5K1.1 for a reduced guideline range or if
8 the Fraud Section makes such a motion and the Court does not grant it or if the Court
9 grants such a Fraud Section motion but elects to sentence above the reduced range.

10 d) At this time the Fraud Section makes no agreement or representation as
11 to whether any cooperation that defendant has provided or intends to provide constitutes
12 or will constitute substantial assistance. The decision whether defendant has provided
13 substantial assistance will rest solely within the exclusive judgment of the Fraud Section.

14 e) The Fraud Section's determination whether defendant has provided
15 substantial assistance will not depend in any way on whether the government prevails at
16 any trial or court hearing in which defendant testifies or in which the government
17 otherwise presents information resulting from defendant's cooperation.

18 NATURE OF THE OFFENSE

19 8. Defendant understands that for him to be guilty of the crime charged in count
20 one of the information (violation of Title 18, United States Code, Section 1505), the
21 following must be true:

22 First, that on or about the dates set forth in the Information, a proceeding
23 was pending before an agency of the United States;

24 Second, defendant knew that a proceeding was pending before an agency of
25 the United States;

26 Third, that the defendant corruptly endeavored to influence, obstruct or
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1 impede the due and proper administration of the law under which the proceeding was
2 being conducted.

3 Defendant admits that defendant is, in fact, guilty of this offense as described in
4 count one of the information.

5 PENALTIES

6 9. Defendant understands that the statutory maximum sentence that the Court can
7 impose for a violation of Title 18, United States Code, Section 1505, is five years
8 imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the
9 gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory
10 special assessment of \$100.

11 10. Defendant understands that supervised release is a period of time following
12 imprisonment during which defendant will be subject to various restrictions and
13 requirements. Defendant understands that if defendant violates one or more of the
14 conditions of any supervised release imposed, defendant may be returned to prison for all
15 or part of the term of supervised release authorized by statute for the offense that resulted
16 in the term of supervised release.

17 11. Defendant understands that, by pleading guilty, defendant may be giving up
18 valuable government benefits and valuable civic rights, such as the right to vote, the right
19 to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant
20 understands that once the court accepts defendant's guilty plea, it will be a federal felony
21 for defendant to possess a firearm or ammunition. Defendant understands that the
22 conviction in this case may also subject defendant to various other collateral
23 consequences, including but not limited to revocation of probation, parole, or supervised
24 release in another case and suspension or revocation of a professional license. Defendant
25 understands that unanticipated collateral consequences will not serve as grounds to
26 withdraw defendant's guilty plea.

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1 Base Offense Level : 14 [U.S.S.G. § 2J1.2]
2 Acceptance of Responsibility -2 [U.S.S.G. §§ 3E1.1(a)]
3

4 Total Offense Level : 12

5 Subject to paragraph 30 below, defendant and the Fraud Section agree not to seek, argue,
6 or suggest in any way, either orally or in writing, that any other specific offense
7 characteristics, adjustments, or departures, other than a downward departure pursuant to §
8 5K1.1, relating to the offense level be imposed. Defendant agrees, however, that if, after
9 signing this agreement but prior to sentencing, defendant were to commit an act, or the
10 Fraud Section were to discover a previously undiscovered act committed by defendant
11 prior to signing this agreement, which act, in the judgment of the Fraud Section,
12 constituted obstruction of justice within the meaning of U.S.S.G. § 3C1.1, the Fraud
13 Section would be free to seek the enhancement set forth in that section. Defendant
14 understands that defendant's offense level could be increased if defendant is a career
15 offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's offense level is so altered,
16 defendant and the Fraud Section will not be bound by the agreement to Sentencing
17 Guideline factors set forth above.

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

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

23 WAIVER OF CONSTITUTIONAL RIGHTS

24 18. Defendant understands that by pleading guilty, defendant gives up the
25 following rights:

26 a) The right to persist in a plea of not guilty.
27

1 following: (a) the procedures and calculations used to determine and impose any portion
2 of the sentence, with the exception of the Court's calculation of defendant's criminal
3 history category; (b) the term of imprisonment imposed by the Court, except to the extent
4 it depends on the Court's calculation of defendant's criminal history category; (c) the fine
5 imposed by the court, provided it is within the statutory maximum; (d) the term of
6 probation or supervised release imposed by the Court, provided it is within the statutory
7 maximum; and (e) any of the following conditions of probation or supervised release
8 imposed by the Court: the standard conditions set forth in General Orders 318, 01-05,
9 and/or 05-02 of this Court; the drug testing conditions mandated by 18 U.S.C. §§
10 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C.
11 § 3563(b)(7).

12 21. The Fraud Section agrees that, provided (a) all portions of the sentence are at
13 or below the statutory maximum specified above, (b) the Court calculates the offense
14 level to be used for selecting a sentencing range under the Sentencing Guidelines to be 12
15 or above prior to any departure under U.S.S.G. § 5K1.1, and (c) the Court imposes a term
16 of imprisonment within or above the range corresponding to the offense level calculated
17 after any downward departure under U.S.S.G. § 5K1.1 and the criminal history category
18 calculated by the Court, the Fraud Section gives up its right to appeal any portion of the
19 sentence.

20 RESULT OF WITHDRAWAL OF GUILTY PLEA

21 22. Defendant agrees that if, after entering a guilty plea pursuant to this
22 agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty
23 plea on any basis other than a claim and finding that entry into this plea agreement was
24 involuntary, then (a) the Fraud Section will be relieved of all of its obligations under this
25 agreement, including in particular its obligations regarding the use of Cooperation
26 Information; (b) in any investigation, criminal prosecution, or civil, administrative, or
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1 regulatory action, defendant agrees that any Cooperation Information and any evidence
2 derived from any Cooperation Information shall be admissible against defendant, and
3 defendant will not assert, and hereby waives and gives up, any claim under the United
4 States Constitution, any statute, or any federal rule, that any Cooperation Information or
5 any evidence derived from any Cooperation Information should be suppressed or is
6 inadmissible; and (c) should the Fraud Section choose to pursue any charge or any civil,
7 administrative, or regulatory action that was either dismissed or not filed as a result of this
8 agreement, then (i) any applicable statute of limitations will be tolled between the date of
9 defendant's signing of this agreement and the filing commencing any such action; and (ii)
10 defendant waives and gives up all defenses based on the statute of limitations, any claim
11 of pre-indictment delay, or any speedy trial claim with respect to any such action, except
12 to the extent that such defenses existed as of the date of defendant's signing this
13 agreement.

14 EFFECTIVE DATE OF AGREEMENT.

15 23. This agreement is effective upon signature and execution of all required
16 certifications by defendant, defendant's counsel, and a Department of Justice Trial
17 Attorney.

18 BREACH OF AGREEMENT

19 24. Defendant agrees that if defendant, at any time after the signature of this
20 agreement and execution of all required certifications by defendant, defendant's counsel,
21 and a Department of Justice Trial Attorney, knowingly violates or fails to perform any of
22 defendant's obligations under this agreement ("a breach"), the Fraud Section may declare
23 this agreement breached. For example, if defendant knowingly, in an interview, before a
24 grand jury, or at trial, falsely accuses another person of criminal conduct or falsely
25 minimizes defendant's own role, or the role of another, in criminal conduct, defendant
26 will have breached this agreement. All of defendant's obligations are material, a single
27 breach of this agreement is sufficient for the Fraud Section to declare a breach, and

1 defendant shall not be deemed to have cured a breach without the express agreement of
2 the Fraud Section in writing. If the Fraud Section declares this agreement breached, and
3 the Court finds such a breach to have occurred, then:

4 a) If defendant has previously entered a guilty plea pursuant to this
5 agreement, defendant will not be able to withdraw the guilty plea.

6 b) The Fraud Section will be relieved of all its obligations under this
7 agreement; in particular, the Fraud Section: (i) will no longer be bound by any agreements
8 concerning sentencing and will be free to seek any sentence up to the statutory maximum
9 for the crime to which defendant has pleaded guilty; (ii) will no longer be bound by any
10 agreements regarding criminal prosecution, and will be free to criminally prosecute
11 defendant for any crime, including charges that the Fraud Section would otherwise have
12 been obligated to dismiss or not to criminally prosecute pursuant to this agreement; and
13 (iii) will no longer be bound by any agreement regarding the use of Cooperation
14 Information and will be free to use any Cooperation Information in any way in any
15 investigation, criminal prosecution, or civil, administrative, or regulatory action.

16 c) The Fraud Section will be free to criminally prosecute defendant for
17 false statement, obstruction of justice, and perjury based on any knowingly false or
18 misleading statement by defendant.

19 d) In any investigation, criminal prosecution, or civil, administrative, or
20 regulatory action: (i) defendant will not assert, and hereby waives and gives up, any claim
21 that any Cooperation Information was obtained in violation of the Fifth Amendment
22 privilege against compelled self-incrimination; and (ii) defendant agrees that any
23 Cooperation Information and any Plea Information, as well as any evidence derived from
24 any Cooperation Information or any Plea Information, shall be admissible against
25 defendant, and defendant will not assert, and hereby waives and gives up, any claim under
26 the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence,
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1 Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that any
2 Cooperation Information, any Plea Information, or any evidence derived from any
3 Cooperation Information or any Plea Information should be suppressed or is inadmissible.

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

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

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

15 COURT AND PROBATION OFFICE NOT PARTIES

16 26. Defendant understands that the Court and the United States Probation Office
17 are not parties to this agreement and need not accept any of the Fraud Section's
18 sentencing recommendations or the parties' agreements to facts or sentencing factors.

19 27. Defendant understands that both defendant and the Fraud Section are free to:
20 (a) supplement the facts by supplying relevant information to the United States Probation
21 Office and the Court, (b) correct any and all factual misstatements relating to the Court's
22 Sentencing Guidelines calculations, and (c) argue on appeal and collateral review that the
23 Court's Sentencing Guidelines calculations are not error, although each party agrees to
24 maintain its view that the calculations in paragraph 18 are consistent with the facts of this
25 case. While this paragraph permits both the Fraud Section and defendant to submit full
26 and complete factual information to the United States Probation Office and the Court,

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1 even if that factual information may be viewed as inconsistent with the facts agreed to in
2 this agreement, this paragraph does not affect defendant's and the Fraud Section's
3 obligations not to contest the facts agreed to in this agreement.

4 28. Defendant understands that even if the Court ignores any sentencing
5 recommendation, finds facts or reaches conclusions different from those agreed to, and/or
6 imposes any sentence up to the maximum established by statute, defendant cannot, for
7 that reason, withdraw defendant's guilty plea, and defendant will remain bound to fulfill
8 all defendant's obligations under this agreement. Defendant understands that no one —
9 not the prosecutor, defendant's attorney, or the Court — can make a binding prediction or
10 promise regarding the sentence defendant will receive, except that it will be within the
11 statutory maximum.

12 NO ADDITIONAL AGREEMENTS

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

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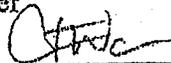
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. 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

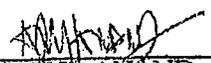
UNITED STATES DEPARTMENT OF JUSTICE
CRIMINAL DIVISION, FRAUD SECTION

DENIS J. McINERNEY
Chief



May 8, 2012
Date

ANDREW H. WARREN
ALBERT B. STIEGLITZ, JR.
Trial Attorneys



5/9/12
Date

AJAY R. ANAND
Defendant



5/9/12
Date

STEVEN M. GOLDSOBEL
Attorney for Defendant

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CERTIFICATION OF DEFENDANT

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



AJAY K. ANAND
Defendant

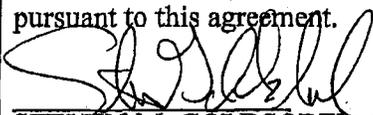
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Date

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Ajay Anand's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her 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.



STEVEN M. GOLDSOBEL
Attorney for Defendant

5/9/12
Date

1 ATTACHMENT A

2 STATEMENT OF FACTS TO PLEA AGREEMENT OF AJAY K. ANAND

3 Defendant and the Fraud Section agree and stipulate to the following facts:

4 1. Between in or about April 2003 and April 2008 ("Relevant Period"),
5 Defendant was, at various times, an investor in and consultant for Signalife, Inc.
6 ("Signalife"), a corporation that purportedly manufactured and sold electronic heart
7 monitor products. Signalife was formerly known as Recom Managed Systems, Inc. and
8 later known as Heart Tronics, Inc.

9 2. The Silve Group is a corporation which was controlled by Defendant.

10
11 3. Defendant understood that Mitchell Stein ("Stein") acted as corporate counsel
12 and in other capacities for Signalife during the relevant period.

13 4. In or about January 2007, The Silve Group entered into a consulting agreement
14 with Signalife in which The Silve Group agreed to promote the sale of certain Signalife
15 products to certain international markets.

16
17 5. In or about the summer of 2007, Stein raised the idea of artificially inflating
18 Signalife's reported revenues with defendant. At or around that same time, Stein
19 requested that defendant send Signalife a false and misleading document purporting to be
20 a purchase order for Signalife's products. Defendant refused to send the document.

21 6. In or about the winter of 2007, Stein asked defendant to assist him with the
22 creation and dissemination of a false and misleading document regarding a purported
23 purchase order for Signalife products. Defendant agreed to do so.

24
25 7. On or about July 22, 2010, defendant testified before the SEC in its Los
26 Angeles, California office as part of an investigation that the SEC was conducting
27 regarding Signalife. During his sworn testimony, defendant made false and misleading

1 statements about Stein's involvement with Signalife, the Silve Group's involvement with
2 Signalife, the false and misleading documents described above, and defendant's prior
3 knowledge about Stein's activities, among other topics. Defendant made these false and
4 misleading statements corruptly, and in an effort to influence, obstruct, and impede the
5 SEC's investigation.

6 8. Defendant acknowledges and admits that this statement of facts does not
7 represent and is not intended to represent an exhaustive factual recitation of all the facts
8 about which he has knowledge relating to the matters described herein.

9 9. Defendant committed the offense of 18 U.S.C. § 1505 described herein
10 knowingly and willfully, and not because of accident, mistake, or other innocent reason.

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1 UNITED STATES DISTRICT COURT
2 FOR THE CENTRAL DISTRICT OF CALIFORNIA
3

4 UNITED STATES OF AMERICA,) Cr. No. _____
5 Plaintiff,)
6 v.) I N F O R M A T I O N
7 AJAY K. ANAND,) [18 U.S.C. § 1505: Obstruction of
8 Defendant) proceedings before departments,
9) agencies, and committees]
_____)

10 THE UNITED STATES CHARGES THAT:

11 COUNT ONE

12 [18 U.S.C. § 1505]

13 On or about the 22nd day of July, 2010, in the Central
14 District of California, the defendant AJAY K. ANAND, did
15 corruptly influence, obstruct and impede, and endeavor to
16 influence, obstruct and impede, the due and proper administration
17 of the law under which a pending proceeding, namely, an
18 investigation into Signalife, Inc., was being had before the
19 United States Securities and Exchange Commission, an agency of
20 the United States, by making false and misleading statements
21 about his knowledge of and involvement in certain activities
22 regarding Signalife, Inc., in violation of Title 18, United
23 States Code, Section 1505.

24 DENIS J. McINERNEY
25 Chief

26 DATED: BY: /s/ Kevin B. Muhlendorf
27 KEVIN B. MUHLNDORF
28 ALBERT B. STIEGLITZ, JR.
Trial Attorneys
Criminal Division, Fraud Section
United States Department of Justice

EXHIBIT 1

CERTIFICATE OF SERVICE

I, LIEN NGO, declare:

That I am a citizen of the United States and resident or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, United States Courthouse, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of eighteen years, and am not a party to the above-entitled action;

That I am employed by the United States Attorney for the Central District of California who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy of PLEA AGREEMENT FOR DEFENDANT AJAY K. ANAND

service was:

Placed in a closed envelope, for collection and interoffice delivery addressed as follows:

Placed in a sealed envelope for collection and mailing via United States Mail, addressed as follows:

Steve Goldsobel, Esq.
Law Office of Steven M. Goldsobel
1900 Avenue of the Stars, Suite 1800
Los Angeles, CA 90067

By hand delivery addressed as follows:

By facsimile as follows:

This Certificate is executed on June 21, 2012, Los Angeles, California.

I certify under penalty of perjury that the foregoing is true and correct.



LIEN NGO