

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

SHARON A. RINALDI

No. 12 CR 780

Judge Robert M. Dow, Jr.

PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, ZACHARY T. FARDON, and defendant SHARON A. RINALDI, and her attorney, STEPHEN L. RICHARDS, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(A), as more fully set forth below. The parties to this Agreement have agreed upon the following:

Charges in this Case

2. The indictment in this case charges defendant with five counts of health care fraud, in violation of Title 18, United States Code, Section 1347.

3. Defendant has read the charges against her contained in the indictment, and those charges have been fully explained to her by her attorney.

4. Defendant fully understands the nature and elements of the crimes with which she has been charged.

Charge to Which Defendant is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following count of the indictment: Count One, which charges defendant with health care fraud, in violation of Title 18, United States Code, Section 1347. In

addition, as further provided below, defendant agrees to the entry of a forfeiture judgment.

Factual Basis

6. Defendant will plead guilty because she is in fact guilty of the charge contained in Count One of the indictment. In pleading guilty, defendant admits the following facts and that those facts establish her guilt beyond a reasonable doubt, and establish a basis for forfeiture of the property described elsewhere in this Plea Agreement:

Background about Medicare

Medicare was a national health insurance program pursuant to Title 18 of the Social Security Act. The Centers for Medicare and Medicaid Services (“CMS”) was a federal agency within the United States Department of Health and Human Services (“HHS”), which administered the Medicare program through its contractors. Medicare provided free or below cost health care benefits to certain eligible beneficiaries, primarily persons who were 65 years of age and older. Medicare ordinarily authorized payment for physician services only if those services were actually provided and were “medically necessary,” that is, services were required because of disease, disability, infirmity, or impairment. Medicare would not pay for services and treatment that were not actually provided.

Medicare required that, to become enrolled in the Medicare program, health care providers needed to submit an application with their professional credentials and qualifications, and obtain a distinct provider identification number issued by Medicare. Enrolled providers of medical services to Medicare recipients were

eligible for reimbursement for covered medical services. To be paid for services rendered, a Medicare provider was required to submit a claim for payment containing certain required information pertaining to the Medicare beneficiary, including the type of services provided, the procedure code, the date and charge of such services, and a certification that such services were personally rendered by the provider or rendered incident to the provider's professional service. By becoming a participating provider in Medicare, enrolled providers agreed to abide by the rules, regulations, policies, and procedures governing reimbursement.

Health care providers used a uniform system of coding to report professional services, procedures, supplies, and diagnoses. The American Medical Association ("AMA") published the Physicians' Current Procedural Terminology Manual (the "CPT Manual") which set forth numerical codes ("CPT codes") for medical procedures. Each claim form had to contain the five digit CPT code identifying the service provided to a beneficiary on a particular date. The CPT Manual defined the procedural and medical requirements that needed to be met to bill for a particular service, including, in some instances, the amount of time associated with each unit of a particular service. According to the CPT Manual, psychotherapy was a treatment for mental illness and behavioral disturbances in which the clinician established a professional contract with the patient and, through definitive therapeutic communication, attempted to alleviate the emotional disturbances, reverse or change maladaptive patterns of behavior, and encouraged personality

growth and development. The relevant CPT codes relating to psychotherapy included the following:

- **CPT Code 90801:** Psychiatric diagnostic interview examination, the services of which include eliciting a medical and psychiatric history, a mental status examination, establishment of an initial diagnosis, and evaluation of the patient's ability to respond to treatment;
- **CPT Code 90816:** Individual psychotherapy, insight oriented, behavior modifying and/or supportive, in an inpatient hospital, partial hospital or residential care setting, approximately 20 to 30 minutes face to face with the patient;
- **CPT Code 90818:** Individual psychotherapy, insight oriented, behavior modifying and/or supportive, in an inpatient hospital, partial hospital or residential care setting, approximately 45 to 50 minutes face to face with the patient; and
- **CPT Code 90853:** Group psychotherapy (other than a multiple family group).

The descriptions for these codes remained unchanged between 2008 and 2012.

Enrolled Medicare providers were permitted to submit claims to Medicare for rendered services via either paper copy or Medicare's Electronic Data Interchange ("EDI") claims processing. Submission of claims via EDI required completion of an EDI Enrollment Form, which the provider signed. In signing the EDI Enrollment Form, the provider asserted that the provider's use of her unique Medicare provider billing number to submit claims to Medicare electronically constituted an assurance by the provider that services were performed as billed.

Medicare made payments to providers via either paper checks or electronic funds transfers. Before Medicare would make a payment via an electronic funds transfer, the provider first needed to submit to Medicare an electronic funds transfer application and agreement.

Background on RINALDI

RINALDI graduated as a doctor of psychology from the Illinois School of Professional Psychology located in Chicago, Illinois, in 1996. RINALDI became a licensed clinical psychologist in Illinois on or about December 11, 1997. RINALDI first submitted a Medicare provider application and was enrolled in the Medicare program in or around February 2001. Since that time, RINALDI submitted three additional Medicare provider applications, and in each of her applications, she applied as a single, independent practitioner of psychology.

In or around March 2001, RINALDI submitted to Medicare an electronic funds transfer agreement to Medicare instructing Medicare to deposit funds directly into a checking account bearing account number XXX4392 at American Chartered Bank (the “ACB Account”).

In or around June 2008, RINALDI submitted an EDI Enrollment Form to Medicare and thereafter caused claims to be submitted to Medicare electronically. Prior to in or around 2010, RINALDI contracted with Individual A for Individual A to prepare and submit RINALDI’s claims to Medicare. In or around 2010, RINALDI ended her relationship with Individual A and retained a new biller, Individual B, who was a personal acquaintance of RINALDI’s. RINALDI regularly provided Individual A and later Individual B with lists of patients that she purported to have seen in a given time period, and at RINALDI’s direction, Individual A and Individual B submitted to Medicare each claim provided by RINALDI.

RINALDI's Medicare Fraud

Beginning no later than in or around December 2008, and continuing through on or about August 12, 2012, at Inverness, in the Northern District of Illinois, Eastern Division, and elsewhere, RINALDI devised and participated in a scheme to defraud Medicare, a health care benefit program that affected interstate commerce, and to obtain, by means of materially false and fraudulent pretenses, representations and promises, money owned by, and under the custody and control of the Medicare program, in connection with the delivery of and payment for health care benefits and services, and on or about January 12, 2011, RINALDI, for purposes of executing this scheme, did knowingly and willfully execute the scheme, namely, by causing claims to be submitted to Medicare representing that RINALDI had provided approximately 49 individual psychotherapy sessions in one or more residential care settings, face-to-face with patients, on December 30, 2010, which in total purportedly lasted more than 24 hours that day, in violation of Title 18, United States Code, Section 1347.

Specifically, RINALDI obtained authorization from skilled nursing facilities located in the Chicago area to provide psychotherapy services to Medicare beneficiaries residing in those facilities. Beginning in or around December 2008, RINALDI began to cause Individual A, and subsequently, Individual B, to submit thousands of false and fraudulent claims to Medicare requesting payment for certain psychotherapy services that she purportedly provided to Medicare beneficiaries, when, in fact, she did not provide the services.

For example, between on or about January 1, 2010, and on or about December 31, 2011, RINALDI caused Individual A and Individual B to submit claims to Medicare asserting that RINALDI had conducted on 133 separate days more than 24 hours of sessions in a day, each session of which was supposedly 45 minutes in length. Additionally, on 45 of those days, RINALDI purported to have conducted more than 30 hours of sessions per day. The table below provides eleven examples of days in which—according to the claims that RINALDI directed Individual A, Individual B, or both to submit to Medicare—RINALDI purportedly conducted at least 45 individual sessions of face-to-face, individual psychotherapy for 45 to 50 minutes per session, per CPT Code 90818:

Date of Claimed Services	Number of 90818 Services Claimed	Total Hours Claimed Worked on 90818 Services	Amount Billed to Medicare
01/25/2010	54	42.30	\$6,750
01/27/2010	46	36.03	\$5,750
05/25/2010	45	35.25	\$5,626
06/02/2010	45	35.25	\$5,625
06/09/2010	47	36.82	\$5,875
06/16/2010	51	39.95	\$6,375
06/23/2010	51	39.95	\$6,375
07/26/2010	45	35.25	\$5,625
12/08/2010	46	36.03	\$5,750
12/23/2010	54	42.30	\$6,750
12/30/2010	49	38.38	\$6,125

For these claims submissions alone, RINALDI sought a total payment of \$66,625 from Medicare.

Additionally, RINALDI falsely and fraudulently represented to Medicare through the claims that she directed Individuals A and B to submit to Medicare on her behalf that she had conducted psychotherapy session on Medicare beneficiaries in Illinois on certain dates when RINALDI was in fact in other locations, like Las Vegas, Nevada, and San Diego, California, on those dates. For instance, on or about May 13, 2010, RINALDI traveled from Chicago to San Diego and returned from San Diego to Chicago on or about May 17, 2010. RINALDI caused the following claims to be submitted to Medicare for sessions that she purportedly conducted in Illinois during her time in San Diego:

Date of Claimed Services	Number of 90818 Services Claimed	Amount Billed to Medicare
05/14/2010	22	\$1,151
05/15/2010	15	\$780
05/16/2010	17	\$884

As another example, on or about September 2, 2010, RINALDI traveled from Chicago to San Diego and returned from San Diego to Chicago on or about September 6, 2010. RINALDI caused the following claims to be submitted to Medicare for sessions that she purportedly conducted in Illinois during her time in San Diego:

Date of Claimed Services	Number of 90818 Services Claimed	Amount Billed to Medicare
09/03/2010	33	\$1,764
09/04/2010	39	\$2,085
09/05/2010	23	\$1,260

As still another example, on or about September 17, 2011, RINALDI traveled from Chicago to Las Vegas and returned from Las Vegas to Chicago on or about September 21, 2011. RINALDI caused approximately 52 individual claims to be submitted to Medicare under CPT Code 90818, each claiming that, while RINALDI was in Las Vegas, she conducted face-to-face, individual psychotherapy for 45 to 50 minutes with patients in Illinois. RINALDI sought payment from Medicare of approximately \$2,336 for these purported psychotherapy sessions.

In total, as a result of RINALDI's fraudulent scheme, RINALDI knowingly submitted and caused to be submitted to Medicare a total of at least approximately \$1,109,691 in false and fraudulent claims for psychotherapy sessions, which resulted in payment by Medicare to RINALDI of at least approximately \$447,155 in funds to which she was not entitled. Medicare directly deposited these funds into the ACB Account.

Additionally, on or about September 20, 2012, RINALDI was in possession of approximately \$8,421, which she kept in her ACB Account. And, on or about September 24, 2012, RINALDI was in possession of approximately \$93,016 in cash, which she stored in her bedroom closet in her home.

Maximum Statutory Penalties

7. Defendant understands that the charge to which she is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 10 years' imprisonment. This offense also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that the judge also may impose a term of supervised release of not more than three years.

b. Defendant further understands that the Court must order restitution to the victims of the offense in an amount determined by the Court.

c. In accord with Title 18, United States Code, Section 3013, defendant will be assessed \$100 on the charge to which she has pled guilty, in addition to any other penalty or restitution imposed.

Sentencing Guidelines Calculations

8. Defendant understands that in imposing sentence the Court will be guided by the United States Sentencing Guidelines. Defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in determining a reasonable sentence.

9. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of the offense. The following

statements regarding the calculation of the Sentencing Guidelines are based on the November 2010 Guidelines Manual.

b. Offense Level Calculations.

i. The base offense level is 6, pursuant to Guideline § 2B1.1(a)(2).

ii. Pursuant to Guideline § 2B1.1(b)(1)(I), defendant's offense level is increased by 16 levels because the loss to Medicare was approximately \$1,109,691, which was more than \$1 million but less than \$2.5 million.

iii. Pursuant to Guideline § 3B1.3, defendant's offense level is increased by 2 levels because defendant used a position of public or private trust in a manner that significantly facilitated the commission of the offense.

iv. Defendant clearly has demonstrated a recognition and affirmative acceptance of personal responsibility for her criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for her actions within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to her ability to satisfy any fine or restitution that may be imposed in this case, a two-level reduction in the offense level is appropriate.

v. In accord with Guideline § 3E1.1(b), defendant has timely notified the government of her intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its

resources efficiently. Therefore, as provided by Guideline § 3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the anticipated offense level is 21, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 37 to 46 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose.

e. Defendant and her attorney and the government acknowledge that the above guidelines calculations are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional guidelines provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final guideline

calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw her plea on the basis of the Court's rejection of these calculations.

f. Both parties expressly acknowledge that this Agreement is not governed by Federal Rule of Criminal Procedure 11(c)(1)(B), and that errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw her plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

Agreements Relating to Sentencing

10. Each party is free to recommend whatever sentence it deems appropriate.

11. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw her guilty plea.

12. Regarding restitution, defendant acknowledges that the total amount of restitution owed to Medicare is \$447,155, minus any credit for funds repaid prior

to sentencing, and that pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant to make full restitution in the amount outstanding at the time of sentencing.

13. Restitution shall be due immediately, and paid pursuant to a schedule to be set by the Court at sentencing. Defendant acknowledges that pursuant to Title 18, United States Code, Section 3664(k), she is required to notify the Court and the United States Attorney's Office of any material change in economic circumstances that might affect her ability to pay restitution.

14. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

15. Defendant agrees that the United States may enforce collection of any fine or restitution imposed in this case pursuant to Title 18, United States Code, Sections 3572, 3613, and 3664(m), notwithstanding any payment schedule set by the Court.

16. After sentence has been imposed on the count to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the indictment as to defendant.

Forfeiture

17. The Indictment charges that defendant has subjected to forfeiture: (i) funds in the amount of approximately \$93,016 seized from defendant's home on or about September 24, 2012 (the "Home Funds"); and (ii) funds in the amount of approximately \$8,421 seized from the ACB Account (the "Bank Funds"), which

funds are subject to forfeiture because those funds constitute gross proceeds derived as a result of defendant's health care fraud violations. Further, defendant has subjected real and personal property to forfeiture, namely the real property commonly known as 3531 Ocean Front Walk in San Diego, California (the "Ocean Front Property"), because that property constitutes substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1). By entry of a guilty plea to Count One of the Indictment, defendant acknowledges that the Home Funds and Bank Funds are subject to forfeiture.

18. Defendant agrees to the entry of a forfeiture judgment in the amount of \$101,437 in that these funds are subject to forfeiture. Prior to sentencing, defendant agrees to the entry of a preliminary order of forfeiture relinquishing any right of ownership she has in the above-described funds and further agrees to the seizure of these funds so that these funds may be disposed of according to law.

19. Defendant understands that forfeiture of these funds shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon defendant in addition to the forfeiture judgment. In this case, however, the United States Attorney's Office will recommend to the Attorney General that any net proceeds derived from any forfeited assets be remitted or restored to eligible victims of the offense pursuant to Title 18, United States Code, Section 981(e), Title 28, Code of Federal Regulations, Part 9, and other applicable law.

20. Defendant further acknowledges that on or about November 2, 2012, administrative forfeiture proceedings were commenced against the Home Funds and the Bank Funds. Defendant relinquishes all right, title, and interest she may have in the Home Funds and the Bank Funds and understands that declarations of forfeiture have been or will be entered, extinguishing any claim she may have had in the seized property.

21. After sentence has been imposed on the count to which defendant pleads guilty as agreed herein, the government will move to dismiss the forfeiture allegation pertaining to the Ocean Front Property as to defendant.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

22. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 12 CR 780.

23. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

Waiver of Rights

24. Defendant understands that by pleading guilty she surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charges against her, and if she does, she would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and her attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict her unless, after hearing all the evidence, it was persuaded of her guilt beyond a reasonable doubt and that it was to consider each count of the indictment separately. The jury would have to agree unanimously as to each count before it could return a verdict of guilty or not guilty as to that count.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, and considering each count separately, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and her attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in her own behalf. If the witnesses for defendant would not appear voluntarily, she could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that she could decline to testify, and no inference of guilt could be drawn from her refusal to testify. If defendant desired to do so, she could testify in her own behalf.

viii. With respect to forfeiture, defendant understands that if the case were tried before a jury, she would have a right to retain the jury to determine whether the government had established the requisite nexus between defendant's offense and any specific property alleged to be subject to forfeiture.

b. **Appellate rights.** Defendant further understands she is waiving all appellate issues that might have been available if she had exercised her

right to trial, and may only appeal the validity of this plea of guilty and the sentence imposed. Defendant understands that any appeal must be filed within 14 calendar days of the entry of the judgment of conviction.

25. Defendant understands that by pleading guilty she is waiving all the rights set forth in the prior paragraphs, with the exception of the appellate rights specifically preserved above. Defendant's attorney has explained those rights to her, and the consequences of her waiver of those rights.

Presentence Investigation Report/Post-Sentence Supervision

26. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope, and extent of defendant's conduct regarding the charges against her, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

27. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of her financial circumstances, including her recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline § 3E1.1 and enhancement of her sentence for

obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001, or as a contempt of the Court.

28. For the purpose of monitoring defendant's compliance with her obligations to pay a fine and restitution during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

Other Terms

29. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine and restitution for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

30. Defendant understands that, if convicted, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

Conclusion

31. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

32. Defendant understands that her compliance with each part of this Agreement extends throughout the period of her sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event she violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

33. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

34. Defendant and her attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

35. Defendant acknowledges that she has read this Agreement and carefully reviewed each provision with her attorney. Defendant further acknowledges that she understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: _____

ZACHARY T. FARDON
United States Attorney

SHARON A. RINALDI
Defendant

PAUL H. TZUR
Assistant U.S. Attorney

STEPHEN L. RICHARDS
Attorney for Defendant