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7  
8 IN THE UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,  
11 Plaintiff,  
12 v.  
13 MARIELA PANGANIBAN,  
14 Defendant.

CASE NO. 2:21-CR-32-TLN  
PLEA AGREEMENT  
DATE: March 18, 2021  
TIME: 9:30 a.m.  
COURT: Hon. Troy L. Nunley

15  
16 I. INTRODUCTION

17 A. Scope of Agreement.

18 The information in this case charges the defendant with one count of conspiracy to pay and  
19 receive health care kickbacks, in violation of 18 U.S.C. § 371. This document contains the complete plea  
20 agreement between the United States Attorney’s Office for the Eastern District of California (the  
21 “government”) and the defendant regarding this case. This plea agreement is limited to the United States  
22 Attorney’s Office for the Eastern District of California and cannot bind any other federal, state, or local  
23 prosecuting, administrative, or regulatory authorities.

24 B. Court Not a Party.

25 The Court is not a party to this plea agreement. Sentencing is a matter solely within the  
26 discretion of the Court, and the Court may take into consideration any and all facts and circumstances  
27 concerning the criminal activities of the defendant, including activities that may not have been charged  
28 in the information. The Court is under no obligation to accept any recommendations made by the

1 government, and the Court may in its discretion impose any sentence it deems appropriate up to and  
2 including the statutory maximum stated in this plea agreement.

3 If the Court should impose any sentence up to the maximum established by the statute, the  
4 defendant cannot, for that reason alone, withdraw her guilty plea, and she will remain bound to fulfill all  
5 of the obligations under this plea agreement. The defendant understands that neither the prosecutor,  
6 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence she will  
7 receive.

8 **II. DEFENDANT'S OBLIGATIONS**

9 **A. Guilty Plea.**

10 The defendant will plead guilty to one count of conspiracy to pay and receive health care  
11 kickbacks, in violation of 18 U.S.C. § 371, as charged in the information. The defendant agrees she is in  
12 fact guilty of that charge and that the facts set forth in the Factual Basis for Plea attached as Exhibit A  
13 are accurate.

14 The defendant agrees this plea agreement will be filed with the Court and become a part of the  
15 record of the case. The defendant understands and agrees she will not be allowed to withdraw her plea  
16 should the Court not follow the government's sentencing recommendations.

17 The defendant agrees the statements she makes in signing this agreement, including the factual  
18 admissions set forth in the Factual Basis for Plea attached as Exhibit A, shall be admissible and useable  
19 against the defendant by the United States in any subsequent criminal or civil proceedings, even if the  
20 defendant fails to enter a guilty plea pursuant to this agreement. The defendant waives any rights under  
21 Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence, to  
22 the extent these rules are inconsistent with this paragraph or with this agreement generally.

23 **1. Waiver of Indictment.**

24 The defendant acknowledges that, under the United States Constitution, she is entitled to be  
25 indicted by a grand jury on the charges to which she is pleading guilty and that, pursuant to Rule 7(b) of  
26 the Federal Rules of Criminal Procedure, she agrees to waive any and all rights she has to being  
27 prosecuted by way of indictment to the charges set forth in the information. The defendant agrees that, at  
28 a time set by the Court, she will sign a written waiver of prosecution by indictment and consent to

1 proceed by information, rather than by indictment.

2 **B. Restitution.**

3 There is no agreement as to restitution.

4 **C. Fine.**

5 The defendant reserves the right to argue to Probation and at sentencing that she is unable to pay  
6 a fine and no fine should be imposed. The defendant understands it is her burden to affirmatively prove  
7 she is unable to pay a fine, and agrees to provide a financial statement under penalty of perjury to the  
8 Probation Officer and the government in advance of the issuance of the draft Presentence Investigation  
9 Report, along with supporting documentation. The government retains the right to oppose the waiver of  
10 a fine. If the Court imposes a fine, the defendant agrees to pay such fine if and as ordered by the Court,  
11 up to the statutory maximum fine for the defendant's offense.

12 **D. Special Assessment.**

13 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering  
14 a check or money order payable to the United States District Court to the United States Probation Office  
15 immediately before the sentencing hearing. The defendant understands this plea agreement is voidable at  
16 the option of the government if she fails to pay the assessment prior to that hearing.

17 **E. Violation of Plea Agreement by Defendant/Withdrawal of Plea(s).**

18 If the defendant, cooperating or not, violates this plea agreement in any way, withdraws her plea,  
19 or tries to withdraw her plea, this plea agreement is voidable at the option of the government. If the  
20 government elects to void the agreement based on the defendant's violation, the government will no  
21 longer be bound by its representations to the defendant concerning the limits on criminal prosecution  
22 and sentencing as set forth herein. A defendant violates the plea agreement by committing any crime or  
23 providing or procuring any statement or testimony that is knowingly false, misleading, or materially  
24 incomplete in any litigation or sentencing process in this case, or engages in any post-plea conduct  
25 constituting obstruction of justice. Varying from stipulated Guidelines application, as set forth in this  
26 agreement, personally or through counsel, also constitutes a violation of the plea agreement. The  
27 government also shall have the right (1) to prosecute the defendant on any of the counts to which she  
28 pleaded guilty; (2) to reinstate any counts that may be dismissed pursuant to this plea agreement; and

1 (3) to file any new charges that would otherwise be barred by this plea agreement. The defendant shall  
2 thereafter be subject to prosecution for any federal criminal violation of which the government has  
3 knowledge. The decision to pursue any or all of these options is solely in the discretion of the United  
4 States Attorney's Office.

5 By signing this plea agreement, the defendant agrees to waive any objections, motions, and  
6 defenses the defendant might have to the government's decision. Any prosecutions not time-barred by  
7 the applicable statute of limitations as of the date of this plea agreement may be commenced in  
8 accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the  
9 signing of this plea agreement and the commencement of any such prosecutions. The defendant agrees  
10 not to raise any objections based on the passage of time with respect to such counts including, but not  
11 limited to, any statutes of limitation or any objections based on the Speedy Trial Act or the Speedy Trial  
12 Clause of the Sixth Amendment to any counts not time-barred as of the date of this plea agreement. The  
13 determination of whether the defendant has violated the plea agreement will be under a probable cause  
14 standard.

15 In addition, (1) all statements made by the defendant to the government or other designated law  
16 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,  
17 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or  
18 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no  
19 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal  
20 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by  
21 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.  
22 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

23 **F. Asset Disclosure.**

24 The defendant agrees to make a full and complete disclosure of her assets and financial  
25 condition, and will complete the United States Attorney's Office's "Authorization to Release  
26 Information" and "Financial Affidavit" within five (5) weeks from the entry of the defendant's change  
27 of plea, including supporting documentation. The defendant also agrees to have the Court enter an order  
28 to that effect. The defendant understands that, if she fails to complete truthfully and provide the

1 described documentation to the United States Attorney’s Office within the allotted time, she will be  
2 considered in violation of the agreement, and the government shall be entitled to the remedies set forth  
3 in section II.E above.

4 **G. Agreement to Cooperate.**

5 The defendant agrees to cooperate fully with the government and any other federal, state, or local  
6 law enforcement agency, as directed by the government. As used in this plea agreement, “cooperation”  
7 requires the defendant: (1) to respond truthfully and completely to all questions, whether in interviews,  
8 in correspondence, telephone conversations, before a grand jury, or at any trial or other court  
9 proceeding; (2) to attend all meetings, grand jury sessions, trials, and other proceedings at which the  
10 defendant’s presence is requested by the government or compelled by subpoena or court order; (3) to  
11 produce voluntarily any and all documents, records, or other tangible evidence requested by the  
12 government; (4) not to participate in any criminal activity while cooperating with the government; and  
13 (5) to disclose to the government the existence and status of all money, property, or assets, of any kind,  
14 derived from or acquired as a result of, or used to facilitate the commission of, the defendant’s illegal  
15 activities or the illegal activities of any conspirators.

16 **III. THE GOVERNMENT’S OBLIGATIONS**

17 **A. Other Charges.**

18 The government agrees not to bring any other charges against the defendant arising from the  
19 conduct outlined in the Factual Basis attached as Exhibit A, except if this agreement is voided as set  
20 forth herein, or as provided in paragraphs II.E (Violation of Plea Agreement by Defendant/Withdrawal  
21 of Plea(s)), VI.B (Estimated Guideline Calculation), and VII.B (Waiver of Appeal and Collateral  
22 Attack) herein.

23 **B. Recommendations.**

24 **1. Incarceration Range.**

25 The government will recommend the defendant be sentenced to the low end of the applicable  
26 guideline range as determined by the Court.

27 **2. Acceptance of Responsibility.**

28 The government will recommend a two-level reduction (if the offense level is less than 16) or a

1 three-level reduction (if the offense level reaches 16) in the computation of the defendant's offense  
2 level, if the defendant clearly demonstrates acceptance of responsibility for her conduct as defined in  
3 U.S.S.G. § 3E1.1. This includes the defendant meeting with and assisting the Probation Officer in the  
4 preparation of the pre-sentence report, being truthful and candid with the Probation Officer, and not  
5 otherwise engaging in conduct that constitutes obstruction of justice within the meaning of U.S.S.G  
6 § 3C1.1, either in the preparation of the pre-sentence report or during the sentencing proceeding.

### 7 **3. Reduction of Sentence for Cooperation.**

8 The government agrees to recommend at the time of sentencing that the defendant's sentence of  
9 imprisonment be reduced by up to 50% of the applicable guideline sentence if she provides substantial  
10 assistance to the government, pursuant to U.S.S.G. § 5K1.1. The defendant understands she must  
11 comply with paragraph II.G and not violate this plea agreement as set forth in paragraph II.E herein. The  
12 defendant understands it is within the sole and exclusive discretion of the government to determine  
13 whether the defendant has provided substantial assistance.

14 The defendant understands the government may recommend a reduction in her sentence of less  
15 than 50% or no reduction at all, depending upon the level of assistance the government determines that  
16 the defendant has provided.

17 The defendant further understands that a motion pursuant to U.S.S.G. § 5K1.1 is only a  
18 recommendation and is not binding on the Court, this plea agreement confers no right upon the  
19 defendant to require that the government move for a reduction under § 5K1.1, and this plea agreement  
20 confers no remedy upon the defendant in the event the government declines to move for a reduction  
21 under § 5K1.1. In particular, the defendant agrees not to file a motion to withdraw her guilty plea based  
22 on the fact that the government decides not to recommend a sentence reduction or recommends a  
23 sentence reduction less than the defendant thinks is appropriate.

24 If the government determines the defendant has provided further cooperation within one year  
25 following sentencing, the government may move for a further reduction of her sentence pursuant to Rule  
26 35 of the Federal Rules of Criminal Procedure.

### 27 **C. Use of Information for Sentencing.**

28 The government is free to provide full and accurate information to the Court and Probation,

1 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate  
2 statements or arguments by the defendant, her attorney, Probation, or the Court. The defendant also  
3 understands and agrees that nothing in this plea agreement bars the government from defending on  
4 appeal or collateral review any sentence that the Court may impose.

5 **IV. ELEMENTS OF THE OFFENSES**

6 At a trial, the government would have to prove beyond a reasonable doubt the following  
7 elements of the offense to which the defendant is pleading guilty—conspiracy to pay and receive health  
8 care kickbacks, in violation of 18 U.S.C. § 371:

9 First, there was an agreement between two or more persons to commit at least one crime as  
10 charged in the information;

11 Second, the defendant became a member of the conspiracy knowing of at least one of its objects  
12 and intending to help accomplish it; and

13 Third, one of the members of the conspiracy performed at least one overt act for the purpose of  
14 carrying out the conspiracy.

15 As set forth in the information, the defendant is charged with conspiracy to violate 42 U.S.C.  
16 §§ 1320a-7b(b)(1)(A) and (2)(A). The elements of violating the Anti-kickback statute by soliciting and  
17 receiving remuneration in exchange for Medicare beneficiary referrals, in violation of 42 U.S.C. §  
18 1320a-7b(b)(1)(A) are: (1) the defendant knowingly and willfully solicited or received remuneration;  
19 (2) the remuneration was solicited or received primarily in exchange for the referral of a patient insured  
20 by Medicare for the furnishing of an item or service; (3) the patient’s services were covered, in whole or  
21 in part, by Medicare; and (4) Medicare is a federal health care program.

22 The elements of violating the Anti-kickback statute by offering and paying remuneration in  
23 exchange for Medicare beneficiary referrals, in violation of 42 U.S.C. § 1320a-7b(b)(2)(A) are: (1) the  
24 defendant knowingly and willfully offered or paid remuneration; (2) the remuneration was offered or  
25 paid primarily in exchange for the referral of a patient insured by Medicare for the furnishing of an item  
26 or service; (3) the patient’s services were covered, in whole or in part, by Medicare; and (4) Medicare is  
27 a federal health care program.

1 V. MAXIMUM SENTENCE

2 A. Maximum Penalty.

3 The maximum sentence the Court can impose for a violation 18 U.S.C. § 371 is five years of  
4 incarceration, a fine of up to \$250,000, or twice the pecuniary gain or loss under 18 U.S.C. § 3571(d), a  
5 three-year period of supervised release, and a special assessment of \$100.

6 By signing this plea agreement, the defendant agrees the Court can order the payment of  
7 restitution for the full loss, if any, caused by the defendant's wrongful conduct. The defendant further  
8 agrees she will not attempt to discharge in any present or future bankruptcy proceeding any restitution  
9 imposed by the Court. The defendant does not agree, however, that her conduct caused a loss to any  
10 victim.

11 B. Violations of Supervised Release.

12 The defendant understands that, if she violates a condition of supervised release at any time  
13 during the term of supervised release, the Court may revoke the term of supervised release and require  
14 the defendant to serve up to two additional years of imprisonment.

15 VI. SENTENCING DETERMINATION

16 A. Statutory Authority.

17 The defendant understands the Court must consult the Federal Sentencing Guidelines and must  
18 take them into account when determining a final sentence. The defendant understands the Court will  
19 determine a non-binding and advisory guideline sentencing range for this case pursuant to the  
20 Sentencing Guidelines and must take them into account when determining a final sentence. The  
21 defendant further understands the Court will consider whether there is a basis for departure from the  
22 guideline sentencing range (either above or below the guideline sentencing range) because there exists  
23 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into  
24 consideration by the Sentencing Commission in formulating the Guidelines. The defendant further  
25 understands the Court, after consultation and consideration of the Sentencing Guidelines, must impose a  
26 sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

27 B. Stipulations Affecting Guideline Calculation.

28 The government and the defendant agree there is no material dispute as to the following

1 sentencing guidelines variables and therefore stipulate to the following:

2 Base offense level: 8, pursuant to U.S.S.G § 2B4.1(a).

3 Specific offense characteristic: 12 levels are added because the improper benefit to be  
4 conferred was over \$250,000 but less than \$550,000, pursuant to U.S.S.G.  
§ 2B4.1(b)(1)(B), with reference to U.S.S.G. § 2B1.1(b)(1)(G).

5 Chapter Three adjustments: 3 levels are subtracted if the defendant pleads guilty, accepts  
6 responsibility for her offense, and the specific offense level is above 16, as provided in  
paragraph III.B.2 above.

7 Adjusted offense level: given the stipulations above, the parties anticipate, but do not  
8 stipulate, that the adjusted offense level will be 17.

9 Criminal history: The parties agree and stipulate that the applicable criminal history will  
10 be determined by the Court. The parties estimate, but do not stipulate, that the  
defendant's criminal history category will be I.

11 Estimated sentencing range: 24 to 30 months, if the defendant receives a 3-level  
12 reduction for acceptance of responsibility. (The defendant understands that, if the  
13 criminal history category and/or the adjusted offense level differs from the parties'  
estimate, her sentencing range may differ from that set forth here.)

14 The parties agree they will not seek or argue in support of any other specific offense  
15 characteristics, Chapter Three adjustments (other than the decrease for "Acceptance of Responsibility"),  
16 or cross-references, except the government may move for a departure or an adjustment based on the  
17 defendant's cooperation (§ 5K1.1) or post-plea obstruction of justice (§3C1.1). Both parties agree not to  
18 move for, or argue in support of, any departure from the Sentencing Guidelines.

19 The defendant is free to make any arguments with respect to a variance from the guidelines  
20 under 18 U.S.C. § 3553(a). The government reserves its right to oppose any such variance and agrees to  
21 recommend a sentence at the low end of the applicable guideline range as determined by the Court.

## 22 VII. WAIVERS

### 23 A. Waiver of Constitutional Rights.

24 The defendant understands that, by pleading guilty, she is waiving the following constitutional  
25 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to be  
26 assisted at trial by an attorney, who would be appointed if necessary; (d) to pursue any affirmative  
27 defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of  
28 conviction, and other pretrial motions that have been filed or could be filed; (e) to subpoena witnesses to

1 testify on her behalf; (f) to confront and cross-examine witnesses against her; and (g) not to be  
2 compelled to incriminate herself.

3 **B. Waiver of Appeal and Collateral Attack.**

4 The defendant understands the law gives the defendant a right to appeal her guilty plea,  
5 conviction, and sentence. The defendant agrees as part of her plea, however, to give up the right to  
6 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not  
7 exceed the statutory maximum penalties for the offenses to which she is pleading guilty. The defendant  
8 understands this waiver includes, but is not limited to, any and all constitutional and/or legal challenges  
9 to the defendant's conviction and guilty plea, including arguments that the statutes to which the  
10 defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts  
11 attached to this agreement is insufficient to support the defendant's plea of guilty. The defendant does  
12 not agree to waive her right to appeal any order of restitution the Court may impose.

13 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if  
14 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the  
15 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant  
16 understands these circumstances occur infrequently and in almost all cases this agreement constitutes a  
17 complete waiver of all appellate rights.

18 In addition, regardless of the sentence the defendant receives, the defendant also gives up any  
19 right to bring a collateral attack, including a motion under 28 U.S.C. §§ 2255 or 2241, challenging any  
20 aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

21 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever  
22 attempts to vacate her plea, dismiss the underlying charge, or modify or set aside her sentence on the  
23 charge to which she is pleading guilty, the government shall have the rights set forth in Section II.E  
24 herein.

25 **C. Waiver of Attorneys' Fees and Costs.**

26 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-  
27 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the  
28 investigation and prosecution of all charges in the above-captioned matter and of any related allegations

1 (including, without limitation, any charges to be dismissed pursuant to this plea agreement and any  
2 charges previously dismissed).

3 **D. Impact of Plea on Defendant's Immigration Status.**

4 The defendant recognizes that pleading guilty may have consequences with respect to her  
5 immigration status if she is not a citizen of the United States. Under federal law, a broad range of crimes  
6 are removable offenses. Removal and other immigration consequences are the subject of a separate  
7 proceeding, however, and the defendant understands no one, including her attorney or the Court, can  
8 predict to a certainty the effect of her conviction on her immigration status. The defendant nevertheless  
9 affirms she wants to plead guilty regardless of any immigration consequences her plea may entail, even  
10 if the consequence is her automatic removal from the United States.

11 **E. Exclusion from Federal Health Care Programs.**

12 The defendant understands and acknowledges that exclusion from participation in Medicare,  
13 Medicaid, and all other federal health care programs may result from her guilty plea.

14 **VIII. ENTIRE PLEA AGREEMENT**

15 Other than this plea agreement, no agreement, understanding, promise, or condition between the  
16 government and the defendant exists, nor will such agreement, understanding, promise, or condition  
17 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and  
18 counsel for the United States.

19 **IX. APPROVALS AND SIGNATURES**

20 **A. Defense Counsel:**

21 I have read this plea agreement and discussed it fully with my client. The plea agreement  
22 accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to  
23 plead guilty as set forth in this plea agreement.

24 Dated: 2/12/2021



25 BENJAMIN GALLOWAY  
26 Attorney for Defendant

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28 //

1           **B.     Defendant:**

2           I have read this plea agreement and carefully reviewed every part of it with my attorney. I  
3 understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully  
4 understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my  
5 case. No other promises or inducements have been made to me, other than those contained in this plea  
6 agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement.  
7 Finally, I am satisfied with the representation of my attorney in this case.

8  
9 Dated: 2/12/2021

  
with permission for  
MARIELA PANGANIBAN  
Defendant

11           **C.     Attorney for United States:**

12           I accept and agree to this plea agreement on behalf of the government.

13 Dated: 2/15/2021

14           McGREGOR W. SCOTT  
15           United States Attorney



16           MATTHEW THUESEN  
17           Assistant United States Attorney

1 EXHIBIT "A"

2 Factual Basis for Plea

3 If this matter proceeded to trial, the United States would establish the following facts beyond a  
4 reasonable doubt:

5 During the relevant time period, the Medicare program ("Medicare") was a federal health care  
6 program providing benefits to persons 65 or older and persons with certain disabilities. Medicare was a  
7 "health care benefit program," as defined in 18 U.S.C. § 24(b), and a "Federal health care program," as  
8 defined in 42 U.S.C. § 1320a-7b(f). Individuals who received benefits under Medicare were referred to  
9 as "beneficiaries."

10 Health care providers enrolled in Medicare submitted claims to Medicare for the cost of services  
11 provided to beneficiaries. Medicare would not pay a claim for services where the provider procured the  
12 underlying referral for the services by offering or paying kickbacks.

13 Mariela Panganiban lived in Elk Grove, California, and was the Director of Social Services at  
14 Skilled Nursing Facility 1, which was a skilled nursing facility in Roseville, California. As the Director  
15 of Social Services, Panganiban assisted Medicare beneficiaries in selecting home health care agencies, if  
16 they had no preference, following their discharge from Skilled Nursing Facility 1. Although not  
17 authorized to do so, Panganiban was able to and did steer beneficiary referrals to specific providers she  
18 selected.

19 Co-conspirator 1 and Co-conspirator 2 owned and controlled Home Health Agency 1, Home  
20 Health Agency 2, and Hospice Agency 1 (collectively, "Co-conspirator Agencies"). In order to  
21 participate in Medicare, on behalf of the Co-conspirator Agencies, Co-conspirator 1, Co-conspirator 2,  
22 and others certified to Medicare that they would not pay kickbacks for referrals and that they knew  
23 Medicare would not pay a claim if they obtained the referral for the services by offering or paying a  
24 kickback. Despite the certification, Co-conspirator 1 and Co-conspirator 2 paid kickbacks for referrals.

25 Home Health Agency 1 was located in Folsom, California. Home Health Agency 2 was located  
26 in El Dorado Hills, California. Home Health Agency 1 and Home Health Agency 2 purportedly  
27 provided in-home care to beneficiaries, including physical therapy and skilled nursing services.

28 Hospice Agency 1 was located in Folsom, California, and purportedly provided palliative care to  
beneficiaries with terminal illnesses.

The Co-conspirator Agencies were Medicare providers that submitted claims for reimbursement  
to Medicare for home health care and hospice services the Co-conspirator Agencies purportedly  
provided to beneficiaries.

In or around January 2016, Panganiban and Co-conspirator 1 agreed that, in exchange for  
Panganiban referring beneficiaries discharged from Skilled Nursing Facility 1 to Home Health Agency 1  
and Home Health Agency 2, Co-conspirator 1 would pay Panganiban cash kickbacks for the referrals.  
Co-conspirator 1 generally paid Panganiban kickbacks at Skilled Nursing Facility 1 by handing her cash  
wrapped in a Home Health Agency 1 or Home Health Agency 2 brochure. Additionally, at Co-  
conspirator 1 and Co-conspirator 2's direction, their son delivered kickback payments to Panganiban.

After Panganiban referred beneficiaries to the home health agencies, she generally sent Co-  
conspirator 1 text messages informing her of the referrals. At times, Panganiban included in the text  
messages the names of the referred beneficiaries. Panganiban and Co-conspirator 1 then scheduled times  
and locations for Co-conspirator 1, or Co-conspirator 1 and Co-conspirator 2's son, to meet and pay  
Panganiban kickbacks for the referrals.

1 For example, on February 1, 2019, Panganiban sent a text message to Co-conspirator 1 that  
2 contained a list of five beneficiaries Panganiban referred to Home Health Agency 1. Likewise, on March  
3 13, 2019, Panganiban sent a text message to Co-conspirator 1 that contained a list of five beneficiaries  
4 Panganiban referred to Home Health Agency 1. The next day, Panganiban sent Co-conspirator 1 a text  
5 message informing Co-conspirator 1 that she had “2 more new referrals sending your way.” In response,  
6 Co-conspirator 1 wrote, “Thank you my friend but I’m so sorry I can’t come today maybe tomorrow.”  
7 The next day, Panganiban informed Co-conspirator 1 that she had “another referral today.” In response,  
8 Co-conspirator 1 wrote, “Thank you my friend, is it ok if my son stops by today?”

9 Panganiban knew receiving kickbacks for referrals was illegal. Regardless, for over three years,  
10 Panganiban solicited and accepted thousands of dollars in cash from Co-conspirator 1, in exchange for  
11 referring Medicare beneficiaries to Home Health Agency 1 and Home Health Agency 2.

12 Between in or around January 2016 and in or around April 2019, Panganiban referred or caused  
13 the referral of approximately 100 beneficiaries to Home Health Agency 1 and Home Health Agency 2 in  
14 exchange for kickbacks. Medicare paid the home health agencies over approximately \$735,000 for  
15 services the agencies purportedly provided to the beneficiaries Panganiban referred. Because Home  
16 Health Agency 1 and Home Health Agency 2 obtained the beneficiary referrals through offers and  
17 payments of kickbacks to Panganiban, they should not have received any reimbursement from Medicare  
18 for services purportedly provided to the beneficiaries.

19 *I have read and carefully reviewed with my attorney this Factual Basis for Plea. I agree that it is  
20 true and correct. I also agree that, if this matter proceeded to trial, the United States could establish  
21 each of the facts contained within this Factual Basis for Plea beyond a reasonable doubt, and that those  
22 facts satisfy the elements of the offense to which I am pleading guilty. Additionally, I agree that this  
23 Factual Basis for Plea is a summary made for the purpose of providing the Court with a factual basis  
24 for my guilty plea, and it does not include all of the facts known to me concerning criminal activity in  
25 which I and others engaged.*

26 Dated: 2/12/2021

27   
28 with permission for  
MARIELA PANGANIBAN  
Defendant