

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF WORKERS' COMPENSATION
LEGAL UNIT
1515 Clay Street, Suite 1700
Oakland, California 94612
Tel (510) 286 -7100 Fax (510) 286-0687



November 3, 2017

Hee Jung Mun
1746 W. 169th Place, Unit A
Gardena, CA 90247

NOTICE OF PROVIDER SUSPENSION – WORKERS' COMPENSATION

Dear Ms. Mun:

The Administrative Director of the Division of Workers' Compensation (DWC) is required by Labor Code sections 139.21(a)(1)(A) and 139.21(a)(1)(C) to suspend you from participation in the California workers' compensation system for one or more of the following reasons: you have been convicted of a crime described in Labor Code section 139.21(a)(1)(A) and/or your license, certification, or approval to provide health care services has been surrendered or revoked. Enclosed are copies of the documents relied upon by the Administrative Director as the basis for taking this action.

Your suspension will start 30 calendar days after the date of mailing of this notice, unless you submit a written request for a hearing, which will stay the suspension pending the outcome of the hearing. Your request must be made within 10 calendar days of the date of mailing of this notice. If you do not request a hearing within the 10-day time limit, you will be suspended from participation in the California workers' compensation system pursuant to California Code of Regulations, title 8, section 9788.2(b).

Your request for a hearing must contain:

- Your current mailing address;
- The legal and factual reasons as to why you do not believe Labor Code section 139.21(a)(1) is applicable to you; and
- Your original signature or the original signature of your legal representative.

The scope of the hearing is limited to whether or not Labor Code section 139.21(a)(1) is applicable to you. The Administrative Director is required to suspend you unless you provide proof in the hearing that Labor Code section 139.21(a)(1) does not apply.

Your original request for a hearing and one copy of the request must be filed with the Administrative Director. Additionally, you must also serve one copy of the request for a hearing on the DWC Legal Unit. The addresses for the Administrative Director and the Legal Unit are:

Hee Jung Mun
November 3, 2017

Hearing Request
Administrative Director
Division of Workers' Compensation
1515 Clay Street, Suite 1800
Oakland, California 94612

and

Hearing Request
Legal Unit, Division of Workers' Compensation
1515 Clay Street, Suite 1800
Oakland, California 94612

The original and all copies of the request for hearing must have a proof of service attached. A sample proof of service, containing all necessary elements, can be found on the DWC website at <https://www.dir.ca.gov/dwc/forms.html>, under the category "Court Forms," and then "Proof of Service." The Administrative Director is required to hold your hearing within 30 days of the receipt of your written request. The hearing will be conducted by a hearing officer appointed by the Administrative Director. You will be notified shortly after the receipt of your request of the date and time of the hearing.

For more information about the suspension procedure, please refer to Provider Suspension Regulations, California Code of Regulations, title 8, sections 9788.1 - 9788.4, which can be found on the DWC website at <http://www.dir.ca.gov/dwc/DWCPropRegs/Provider-Suspension-Procedure/Clean-Version/Text-of-Regulations.pdf>.

Sincerely,



George Parisotto
Administrative Director
Division of Workers' Compensation

Encls:

- Information in *United States of America v. Hee Jung Mun, aka "Angela Mun"* (Case No. CR-11-01169), United States District Court, Central District of California
- Plea Agreement for Defendant Hee Jung Mun in *United States of America v. Hee Jung Mun, aka "Angela Mun"* (Case No. CR-11-01169), United States District Court, Central District of California
- Criminal Minutes - - Change of Plea in *United States of America v. Hee Jung Mun, aka "Angela Mun"* (Case No. CR-11-01169), United States District Court, Central District of California
- Judgment and Probation/Commitment Order in *United States of America v. Hee Jung Mun, aka "Angela Mun"* (Case No. CR-11-01169), United States District Court, Central District of California
- Default Decision and Order - *In the Matter of the Accusation Against Hee Jung Mun* (Case No. 2016-423), Before the Board of Registered Nursing, Department of Consumer Affairs, State of California, with accompanying Accusation
- Declaration of Socorro Tongco in Support of Notice of Provider Suspension
- Proof of Service

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

BY
CLERK OF DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

2011 DEC -8 PM 4:09

FILED

CR 11 01169

UNITED STATES OF AMERICA,
Plaintiff,
v.
HEE JUNG MUN,
aka "Angela Mun,"
Defendant.

INFORMATION

[18 U.S.C. § 1347: Health Care Fraud]

The United States Attorney charges:

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Information:

The Defendant

1. Defendant HEE JUNG MUN, also known as "Angela Mun" ("defendant MUN"), owned Greatcare Home Health, Inc. ("Greatcare"), a Medicare provider.

2. Defendant MUN was a Registered Nurse ("RN") who purported to provide in-home skilled nursing services to Medicare patients for Greatcare and who managed other Greatcare employees and co-schemers.

1 3. Between on or about May 1, 2008, and on or about April
2 30, 2011, Medicare paid approximately \$5,144,277 to Greatcare
3 for claims relating to home health services.

4 The Medicare Program

5 4. Medicare was a federal health care benefit program,
6 affecting commerce, that provided benefits to individuals who
7 were over the age of 65 or disabled. Medicare was administered
8 by the Centers for Medicare and Medicaid Services, a federal
9 agency under the United States Department of Health and Human
10 Services.

11 5. Individuals who qualified for Medicare benefits were
12 referred to as "beneficiaries" and were issued Medicare
13 identification cards with unique Health Insurance Claim Numbers.

14 6. Persons and entities that provided medical services
15 that were reimbursed by Medicare were called Medicare
16 "providers."

17 7. To obtain payment from Medicare, a home health agency
18 first had to apply for and obtain a provider number. By signing
19 the provider application, the home health agency agreed to abide
20 by Medicare rules and regulations, including the Anti-Kickback
21 Statute (42 U.S.C. § 1320a-7b(b)), which, among other things,
22 prohibits the payment of kickbacks or bribes for the referral of
23 Medicare beneficiaries for any item or service for which payment
24 may be made by the Medicare program.

25 8. Medicare reimbursed providers for certain types of
26 medically necessary treatment, including home health services
27 provided by qualified home health agencies.

28 9. Medicare coverage for home health services was limited

1 to situations in which specified qualifying conditions were met.

2 These conditions included the following:

3 a. The Medicare beneficiary was confined to the home
4 and did not have a willing care-giver to assist him or her;

5 b. The beneficiary needed skilled nursing services or
6 physical or occupational therapy services;

7 c. The beneficiary was under the care of a qualified
8 physician who established a written Plan of Care for the
9 beneficiary, signed by the physician and an RN (or by a
10 therapist if only therapy services were provided) from the home
11 health agency;

12 d. Skilled nursing services were provided by or under
13 the supervision of an RN in accordance with the plan of care;
14 and

15 e. The skilled nursing services or physical or
16 occupational therapy were medically necessary.

17 10. To determine the proper level of care for a particular
18 beneficiary and the amount of payment, Medicare required home
19 health agencies to perform an initial assessment of the
20 patient's current health and living conditions, using a tool
21 called the Outcome and Assessment Information Set ("OASIS").

22 11. Medicare required the initial assessment and OASIS
23 form to be completed by an RN or a qualified therapist.

24 12. Medicare also required a home health agency to
25 maintain a clinical record of services provided to each
26 beneficiary, including signed and dated clinical and progress
27 notes recording each home visit.

28 13. Medicare paid home health agencies based on a payment

1 system under which Medicare paid home health agencies for each
2 sixty-day episode of services. The amount of the payment was
3 based primarily on the severity of the beneficiary's health
4 condition and care needs as represented by the OASIS data.

5 B. THE SCHEME TO DEFRAUD

6 14. Beginning on or about May 1, 2008, and continuing to
7 on or about March 2, 2011, in Los Angeles County, within the
8 Central District of California, and elsewhere, defendant MUN,
9 together with others known and unknown to the United States
10 Attorney, knowingly, willfully, and with intent to defraud,
11 executed and attempted to execute a scheme and artifice: (a) to
12 defraud a health care benefit program, namely Medicare, as to
13 material matters in connection with the delivery of and payment
14 for health care benefits, items, and services; and (b) to obtain
15 money from Medicare by means of material false and fraudulent
16 pretenses and representations and the concealment of material
17 facts in connection with the delivery of and payment for health
18 care benefits, items, and services.

19 15. The scheme operated, in substance, as follows:

20 a. Defendant MUN formed Greatcare and applied for
21 and obtained a Medicare provider number for Greatcare.

22 b. Defendant MUN paid individuals ("marketers") to
23 recruit Medicare beneficiaries for Greatcare. These payments
24 ranged from \$400 to \$600 for each episode of home health
25 services that Greatcare was able to bill to Medicare.

26 c. Defendant MUN also paid doctors between \$100 and
27 \$300 in exchange for referrals of Medicare beneficiaries to
28 Greatcare.

1 d. The marketers and doctors recruited and referred
2 Medicare beneficiaries even though those beneficiaries did not
3 need skilled nursing or therapy services.

4 e. Additionally, defendant MUN paid Medicare
5 beneficiaries approximately \$300 to induce them to sign up for
6 home health services from Greatcare. Greatcare enrolled these
7 beneficiaries even though they did not need skilled nursing or
8 therapy services.

9 f. Defendant MUN concealed her payments to these
10 marketers, doctors, and Medicare beneficiaries by making those
11 payments in cash or through checks from her personal accounts,
12 rather than Greatcare's business accounts.

13 g. Defendant MUN hired individuals who were licensed
14 to provide nursing or therapy services to assist her in
15 preparing fraudulent documents that purported to support
16 Greatcare's provision of home health services to Medicare
17 beneficiaries. In particular, defendant MUN and these other
18 licensed employees acting at defendant MUN's instruction:

19 i. Prepared false OASIS forms for Medicare
20 beneficiaries receiving home health services from Greatcare,
21 making it appear as though the beneficiaries' medical condition
22 and lack of willing caregivers made home health services
23 medically necessary, when in fact they were not;

24 ii. Prepared OASIS forms that listed false or
25 misleading diagnoses for the beneficiaries (including diagnoses
26 that made the beneficiaries' conditions seem more severe than
27 they in fact were); and

28 iii. Prepared skilled nursing notes containing

1 falsified information regarding the beneficiaries' conditions
2 and falsely represented that patients had been visited by
3 defendant MUN or other licensed employees, when in fact they had
4 not.

5 h. Defendant MUN also hired individuals who she knew
6 were not licensed to provide nursing or therapy services in
7 California. Defendant MUN instructed these unlicensed
8 individuals to visit Medicare beneficiaries and perform services
9 for them, knowing that the unlicensed individuals were not
10 qualified to perform skilled nursing services or physical
11 therapy services and sometimes performed services different from
12 those claimed to Medicare, including massages, for the
13 beneficiaries. Defendant MUN then signed and directed licensed
14 Greatcare employees to sign the skilled nursing notes as if the
15 licensed employees had performed the services.

16 i. Defendant MUN maintained fraudulent documentation
17 at Greatcare, including the OASIS forms and skilled nursing
18 notes, that purported to support the home health claims for
19 which Greatcare billed Medicare.


20 j. Defendant MUN caused Greatcare to submit claims
21 to Medicare for home health services purportedly provided to
22 Medicare beneficiaries who were not confined to their homes or
23 otherwise did not qualify for or need home health services, who
24 received services from unlicensed individuals, and/or who did
25 not receive the services for which Medicare was billed.

26 k. Medicare paid Greatcare approximately \$5,144,277
27 for these false and fraudulent claims for home health services
28 between May 1, 2008, and April 30, 2011.

1 C. EXECUTION OF THE SCHEME TO DEFRAUD

2 16. On or about March 1, 2011, in Los Angeles County,
3 within the Central District of California, and elsewhere,
4 defendant MUN, together with others known and unknown to the
5 United States Attorney, for the purpose of executing the scheme
6 to defraud described above, knowingly and willfully submitted
7 and caused to be submitted to Medicare a false and fraudulent
8 claim (claim number 21106100396302CAR) for beneficiary S.H., for
9 which Medicare paid Greatcare approximately \$2,700.

10
11 ANDRÉ HIROTTÉ JR.
12 United States Attorney

13 
14 ROBERT E. DUGDALE
15 Assistant United States Attorney
16 Chief, Criminal Division

17 BEONG-SOO KIM
18 Assistant United States Attorney
19 Chief, Major Frauds Section

20 CONSUELO S. WOODHEAD
21 Assistant United States Attorney
22 Deputy Chief, Major Frauds Section

23 KRISTEN A. WILLIAMS
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 United States Attorney
 2 ROBERT E. DUGDALE
 Assistant United States Attorney
 3 Chief, Criminal Division
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 8 Attorneys for Plaintiff.
 UNITED STATES OF AMERICA

2011 DEC -8 PM 4:09
 CENTRAL DISTRICT OF CALIFORNIA
 LOS ANGELES

FILED

10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

CR 11 01169

13 UNITED STATES OF AMERICA,) CR No. _____
 14)
 Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
 15) HEE JUNG MUN
 v.)
 16)
 HEE JUNG MUN,)
 17)
 aka "Angela Mun,")
 18)
 Defendant.)

19
 20 1. This constitutes the plea agreement between HEE JUNG
 21 MUN, also known as "Angela Mun" ("defendant") and the United
 22 States Attorney's Office for the Central District of California
 23 ("the USAO") in the investigation of health care fraud in
 24 violation of Title 18, United States Code, Section 1347. This
 25 agreement is limited to the USAO and cannot bind any other
 26 federal, state, local, or foreign prosecuting, enforcement,
 27 administrative, or regulatory authorities.
 28

1 DEFENDANT'S OBLIGATIONS

2 2. Defendant agrees to:

3 a) Give up the right to indictment by a grand jury and,
4 at the earliest opportunity requested by the USAO and provided by
5 the Court, appear and plead guilty to a single-count information
6 in the form attached to this agreement as Exhibit A or a
7 substantially similar form.

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

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

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

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

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

20 g) Pay the applicable special assessment[s] at or
21 before the time of sentencing unless defendant lacks the ability
22 to pay and submits a completed financial statement (form OBD-500)
23 to the USAO prior to sentencing.

24 h) Not seek the discharge of any restitution
25 obligation, in whole or in part, in any present or future
26 bankruptcy proceeding.

27 i) Allow funds previously seized in connection with
28

1 this matter in the amount of \$1,298,407.17 to be applied by the
2 Court to pay, in order of application, any restitution, special
3 assessments, criminal fines, and costs that defendant is required
4 to pay, and execute papers as necessary to accomplish this
5 application.

6 3. Defendant further agrees:

7 a) Truthfully to disclose to law enforcement officials,
8 at a date and time to be set by the USAO, the location of,
9 defendant's ownership interest in, and all other information
10 known to defendant about, all monies, properties, and/or assets
11 of any kind, derived from or acquired as a result of, or used to
12 facilitate the commission of, defendant's illegal activities, and
13 to forfeit all right, title, and interest in and to such items,
14 specifically including all right, title, and interest in and to
15 all property and assets, including \$1,298,407.17 seized by law
16 enforcement officials on or about March 2, 2011, which defendant
17 admits constitute the proceeds of defendant's illegal activity in
18 violation of Title 18, United States Code, Section 1347.

19 b) To the Court's entry of an order of forfeiture at or
20 before sentencing with respect to these assets and to the
21 forfeiture of the assets.

22 c) To take whatever steps are necessary to pass to the
23 United States clear title to the assets described above,
24 including, without limitation, the execution of a consent decree
25 of forfeiture and the completing of any other legal documents
26 required for the transfer of title to the United States.

27 d) Not to contest any administrative forfeiture
28 proceedings or civil judicial proceedings commenced against these

1 properties pursuant to Title 18, United States Code, Sections
2 981(a) (1) (A), (C), (b) and 984.

3 e) Not to assist any other individual in any effort
4 falsely to contest the forfeiture of the assets described above.

5 f) Not to claim that reasonable cause to seize the
6 assets was lacking.

7 g) To prevent the transfer, sale, destruction, or loss
8 of any and all assets described above to the extent defendant has
9 the ability to do so.

10 h) To fill out and deliver to the USAO a completed
11 financial statement listing defendant's assets on a form provided
12 by the USAO.

13 4. Defendant further agrees to cooperate fully with the
14 USAO, the Federal Bureau of Investigation, and Department of
15 Health and Human Services - Office of the Inspector General, and,
16 as directed by the USAO, any other federal, state, local, or
17 foreign prosecuting, enforcement, administrative, or regulatory
18 authority. This cooperation requires defendant to:

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

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

25 c) Produce voluntarily all documents, records, or
26 other tangible evidence relating to matters about which the USAO,
27 or its designee, inquires.

28 5. For purposes of this agreement: (1) "Cooperation

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

7 THE USAO'S OBLIGATIONS

8 6. The USAO agrees to:

9 a) Not contest facts agreed to in this agreement.

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

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

19 7. The USAO further agrees:

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

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

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

18 c) In connection with defendant's sentencing, to
19 bring to the Court's attention the nature and extent of
20 defendant's cooperation.

21 d) If the USAO determines, in its exclusive judgment,
22 that defendant has both complied with defendant's obligations
23 under paragraphs 2, 3, and 4 above and provided substantial
24 assistance to law enforcement in the prosecution or investigation
25 of another ("substantial assistance"), to move the Court pursuant
26 to U.S.S.G. § 5K1.1 to fix an offense level and corresponding
27 guideline range below that otherwise dictated by the sentencing
28 guidelines, and to recommend a term of imprisonment within this

1 reduced range.

2 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

3 8. Defendant understands the following:

4 a) Any knowingly false or misleading statement by
5 defendant will subject defendant to prosecution for false
6 statement, obstruction of justice, and perjury and will
7 constitute a breach by defendant of this agreement.

8 b) Nothing in this agreement requires the USAO or any
9 other prosecuting, enforcement, administrative, or regulatory
10 authority to accept any cooperation or assistance that defendant
11 may offer, or to use it in any particular way.

12 c) Defendant cannot withdraw defendant's guilty plea
13 if the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1
14 for a reduced guideline range or if the USAO makes such a motion
15 and the Court does not grant it or if the Court grants such a
16 USAO motion but elects to sentence above the reduced range.

17 d) At this time the USAO makes no agreement or
18 representation as to whether any cooperation that defendant has
19 provided or intends to provide constitutes or will constitute
20 substantial assistance. The decision whether defendant has
21 provided substantial assistance will rest solely within the
22 exclusive judgment of the USAO.

23 e) The USAO's determination whether defendant has
24 provided substantial assistance will not depend in any way on
25 whether the government prevails at any trial or court hearing in
26 which defendant testifies or in which the government otherwise
27 presents information resulting from defendant's cooperation.

1 approximately \$5,144,277.54, but recognize and agree that this
2 amount could change based on facts that come to the attention of
3 the parties prior to sentencing.

4 12. Defendant understands that supervised release is a
5 period of time following imprisonment during which defendant will
6 be subject to various restrictions and requirements. Defendant
7 understands that if defendant violates one or more of the
8 conditions of any supervised release imposed, defendant may be
9 returned to prison for all or part of the term of supervised
10 release authorized by statute for the offense that resulted in
11 the term of supervised release, which could result in defendant
12 serving a total term of imprisonment greater than the statutory
13 maximum stated above.

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

1 14. Defendant understands that, if defendant is not a
2 United States citizen, the felony conviction in this case may
3 subject defendant to removal, also known as deportation, which
4 may, under some circumstances, be mandatory. The court cannot,
5 and defendant's attorney also may not be able to, advise
6 defendant fully regarding the immigration consequences of the
7 felony conviction in this case. Defendant understands that
8 unexpected immigration consequences will not serve as grounds to
9 withdraw defendant's guilty plea.

10 FACTUAL BASIS

11 15. Defendant and the USAO agree to the statement of facts
12 provided below. Defendant and the USAO agree that this statement
13 of facts is sufficient to support a plea of guilty to the charge
14 described in this agreement and to establish the Sentencing
15 Guidelines factors set forth in paragraph 17 below but is not
16 meant to be a complete recitation of all facts relevant to the
17 underlying criminal conduct or all facts known to either party
18 that relate to that conduct.

19 Background

20 From in or around May 2008 through in or around March 2011,
21 defendant, a registered nurse ("RN"), was the owner and operator
22 of a home health agency called Greatcare Home Health, Inc.
23 ("Greatcare"). During that time period, defendant enrolled
24 Greatcare as a provider with Medicare, a federal health care
25 benefit program that provides reimbursement for medically
26 necessary services to persons age sixty-five years and older and
27 to certain disabled persons. Greatcare purported to provide home
28 health services, including skilled nursing services and physical

1 therapy treatments, to Medicare beneficiaries.

2 During the time period defendant owned and operated
3 Greatcare, defendant knew the Medicare requirements for home
4 health services, including the requirements that (a) the patient
5 be confined to a home and lack a willing caregiver, (b) the
6 patient has a medical need for the services, (c) the services
7 must be provided by persons licensed within the state in which
8 they are practicing to provide those services, (d) and the home
9 health agency must maintain signed and dated clinical notes for
10 each home visit that accurately detail the services provides on
11 those visits. Defendant also knew that it was illegal to pay or
12 receive kickbacks for the referral of patients for health
13 services paid for by Medicare.

14 The Fraudulent Scheme

15 Beginning in or around May 2008 and continuing through on or
16 about March 2, 2011, in Los Angeles County, within the Central
17 District of California, defendant, together with others working
18 at Greatcare, engaged in a scheme to defraud Medicare in which
19 they (a) paid illegal kickbacks to doctors and marketers in
20 exchange for their referrals of Medicare patients to Greatcare,
21 (b) paid illegal kickbacks to patients to induce them to sign up
22 for home health services, (c) billed Medicare for patients who
23 were not homebound or otherwise did not qualify for home health
24 services, (d) billed Medicare for services that were provided by
25 unlicensed nurses, (e) used false and exaggerated patient
26 diagnoses to generate higher Medicare reimbursement, and (f)
27 created false medical records to support false claims Greatcare
28 submitted to Medicare.

1 Defendant obtained Medicare beneficiaries for Greatcare by
2 paying doctors and marketers anywhere from \$100 to \$300 per 60-
3 day episode of service for each Medicare beneficiary they
4 referred to Greatcare. Defendant also obtained Medicare
5 beneficiary information by paying patients approximately \$300 to
6 induce them to sign up with Greatcare for home health services.
7 Defendant paid the majority of these marketers, doctors, and
8 patients in cash or in checks from her personal bank account in
9 an effort to conceal the illegal kickbacks.

10 As defendant knew, many of those Medicare beneficiaries
11 referred by the marketers and doctors and paid by defendant did
12 not need skilled nursing or physical therapy services. Defendant
13 hired employees who were licensed to provide nursing and physical
14 therapy services in order to fill out and sign off on fraudulent
15 Outcome and Assessment Information Set ("OASIS") forms for
16 Greatcare patients. The OASIS form is part of an initial
17 assessment conducted by a registered nurse for all Medicare
18 patients receiving home health services and is used in
19 determining Medicare reimbursement. The severity of the
20 beneficiary's health condition and care needs as indicated on the
21 OASIS form affected the level of Medicare reimbursement to the
22 provider. On Greatcare's OASIS forms, defendant and Greatcare
23 employees acting at defendant's instruction falsely claimed that
24 patients were unable or unwilling to administer their own
25 medication and required skilled nursing services. On those OASIS
26 forms, defendant and her co-schemers also entered diagnoses that
27 defendant knew the patients did not have and which were different
28 from the diagnoses reflected on the doctors' orders for home

1 health services. The false statements made by defendant and
2 other Greatcare employees at her instruction were material, in
3 that Medicare relied upon the information from the OASIS forms
4 about the severity of the patient's condition and necessity for
5 home health services in determining Greatcare's reimbursement.

6 Though defendant assigned Greatcare patients to herself and
7 licensed Greatcare employees to conduct home health visits,
8 defendant knew that neither she nor these other licensed
9 employees conducted the majority of those visits. As defendant
10 knew, some of these visits were not conducted by anyone, while
11 others were conducted, at defendant's instruction, by two
12 individuals whom defendant hired to make home visits to Medicare
13 beneficiaries knowing that the individuals lacked nursing or
14 physical therapy licenses in California. Defendant and her
15 licensed co-schemers at Greatcare signed skilled nursing notes
16 falsely claiming they had visited patients they in fact had not
17 visited. These false statements made by defendant and other
18 Greatcare employees at defendant's instruction were material, in
19 that Medicare required Greatcare to maintain accurate and
20 detailed skilled nursing notes to support the services for which
21 Greatcare billed Medicare.

22 At defendant's direction, Greatcare submitted claims to
23 Medicare for beneficiaries who were recruited by the payment of
24 illegal kickbacks and who did not medically need the services
25 billed and often did not receive them or received them from
26 unlicensed individuals. Defendant knowingly and willfully
27 submitted these fraudulent claims in order to deceive Medicare
28 and to obtain payments of Medicare money to which she was not

1 entitled. These fraudulent claims were material in that they
2 induced Medicare to reimburse Greatcare for services it had
3 allegedly provided.

4 Execution of the Scheme to Defraud

5 On or about March 1, 2011, in furtherance of the scheme to
6 defraud Medicare, defendant knowingly, willfully, and with the
7 intent to defraud Medicare caused Greatcare to submit a false
8 claim to Medicare for skilled nursing services purportedly
9 provided by Greatcare to Medicare beneficiary S.H. between
10 November 24, 2010, and December 3, 2010. At the time, defendant
11 knew that beneficiary S.H. did not medically need home health
12 services. Defendant caused Greatcare to bill the claim for S.H.
13 to Medicare using a diagnosis (acute bronchitis) that was
14 different from and more severe than the diagnosis indicated on
15 the referring doctor's order for home health (dehydration).
16 Defendant paid a total of \$600 in illegal kickbacks to
17 beneficiary S.H. to induce S.H. to sign up for multiple episodes
18 of care with Greatcare, and had paid \$300 in illegal kickbacks to
19 an employee of the referring doctor in exchange for the doctor's
20 referral of S.H. to Greatcare. Medicare paid Greatcare \$2,700.60
21 on this false claim.

22 Obstruction

23 In or around March 2011, defendant assisted a doctor to whom
24 she had previously paid illegal kickbacks in creating patient
25 files for Medicare beneficiaries the doctor had referred to
26 Greatcare. Defendant provided the doctor with Greatcare billing
27 data and false information about the patients' medical conditions
28 to help the doctor fabricate patient files that would support

1 Greatcare's claims for payment. Defendant also instructed at
2 least two other Greatcare employees to enter beneficiary
3 information into the files and to obtain signatures from Medicare
4 beneficiaries for the files. Defendant provided the Greatcare
5 billing data and falsified information knowing and intending for
6 it to be used to create fraudulent patient files purportedly
7 supporting patient referrals made to Greatcare that would then be
8 submitted to federal agents.

9 Loss to Medicare

10 The loss to Medicare from defendant's scheme was
11 approximately \$5,144,277.54.

12 SENTENCING FACTORS

13 16. Defendant understands that in determining defendant's
14 sentence the Court is required to consider the factors set forth
15 in 18 U.S.C. § 3553(a)(1)-(7), including the kinds of sentence
16 and sentencing range established under the Sentencing Guidelines.
17 Defendant understands that the Sentencing Guidelines are advisory
18 only, that defendant cannot have any expectation of receiving a
19 sentence within the Sentencing Guidelines range, and that after
20 considering the Sentencing Guidelines and the other § 3553(a)
21 factors, the Court will be free to exercise its discretion to
22 impose any sentence it finds appropriate up to the maximum set by
23 statute for the crime of conviction.

24 17. Defendant and the USAO agree to the following
25 applicable Sentencing Guidelines factors:

26 Base Offense Level : 6 [U.S.S.G. § 2B1.1(a)(1)]
27 Loss Amount Between
\$2.5 Million and
28 \$7 Million : +18 [U.S.S.G. § 2B1.1(b)(1)(J)]

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

3 f) The right to testify on defendant's own behalf and
4 present evidence in opposition to the charges, including calling
5 witnesses and subpoenaing those witnesses to testify.

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

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

12 WAIVER OF APPEAL OF CONVICTION

13 21. Defendant understands that, with the exception of an
14 appeal based on a claim that defendant's guilty plea were
15 involuntary, by pleading guilty defendant is waiving and giving
16 up any right to appeal defendant's conviction on the offense to
17 which defendant is pleading guilty.

18 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

19 22. Defendant agrees that, provided the Court imposes a
20 total term of imprisonment on all counts of conviction of no more
21 than 108 months, defendant gives up the right to appeal all of
22 the following: (a) the procedures and calculations used to
23 determine and impose any portion of the sentence; (b) the term of
24 imprisonment imposed by the Court; (c) the fine imposed by the
25 court, provided it is within the statutory maximum; (d) the
26 amount and terms of any restitution order, provided it requires
27 payment of no more than \$5,144,277.54; (e) the term of probation
28 or supervised release imposed by the Court, provided it is within

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

7 23. The USAO agrees that, provided (a) all portions of the
8 sentence are at or below the statutory maximum specified above
9 and (b) the Court imposes a term of imprisonment of no less than
10 87 months, the USAO gives up its right to appeal any portion of
11 the sentence, with the exception that the USAO reserves the right
12 to appeal the amount of restitution ordered if that amount is
13 less than \$5,144,277.54.

14 RESULT OF WITHDRAWAL OF GUILTY PLEA

15 24. Defendant agrees that if, after entering a guilty plea
16 pursuant to this agreement, defendant seeks to withdraw and
17 succeeds in withdrawing defendant's guilty plea on any basis
18 other than a claim and finding that entry into this plea
19 agreement was involuntary, then (a) the USAO will be relieved of
20 all of its obligations under this agreement, including in
21 particular its obligations regarding the use of Cooperation
22 Information; (b) in any investigation, criminal prosecution, or
23 civil, administrative, or regulatory action, defendant agrees
24 that any Cooperation Information and any evidence derived from
25 any Cooperation Information shall be admissible against
26 defendant, and defendant will not assert, and hereby waives and
27 gives up, any claim under the United States Constitution, any
28 statute, or any federal rule, that any Cooperation Information or

1 any evidence derived from any Cooperation Information should be
2 suppressed or is inadmissible

3 EFFECTIVE DATE OF AGREEMENT

4 25. This agreement is effective upon signature and
5 execution of all required certifications by defendant,
6 defendant's counsel, and an Assistant United States Attorney.

7 BREACH OF AGREEMENT

8 26. Defendant agrees that if defendant, at any time after
9 the signature of this agreement and execution of all required
10 certifications by defendant, defendant's counsel, and an
11 Assistant United States Attorney, knowingly violates or fails to
12 perform any of defendant's obligations under this agreement ("a
13 breach"), the USAO may declare this agreement breached. For
14 example, if defendant, knowingly, in an interview, before a grand
15 jury, or at trial, falsely accuses another person of criminal
16 conduct or falsely minimizes defendant's own role, or the role of
17 another, in criminal conduct, defendant will have breached this
18 agreement. All of defendant's obligations are material, a single
19 breach of this agreement is sufficient for the USAO to declare a
20 breach, and defendant shall not be deemed to have cured a breach
21 without the express agreement of the USAO in writing. If the
22 USAO declares this agreement breached, and the Court finds such a
23 breach to have occurred, then:

24 (a) If defendant has previously entered a guilty plea
25 pursuant to this agreement, defendant will not be able to
26 withdraw the guilty plea.

27 (b) The USAO will be relieved of all its obligations
28 under this agreement; in particular, the USAO: (i) will no longer

1 be bound by any agreements concerning sentencing and will be free
2 to seek any sentence up to the statutory maximum for the crime to
3 which defendant has pleaded guilty; and (ii) will no longer be
4 bound by any agreement regarding the use of Cooperation
5 Information and will be free to use any Cooperation Information
6 in any way in any investigation, criminal prosecution, or civil,
7 administrative, or regulatory action.

8 c) The USAO will be free to criminally prosecute
9 defendant for false statement, obstruction of justice, and
10 perjury based on any knowingly false or misleading statement by
11 defendant.

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

1 COURT AND PROBATION OFFICE NOT PARTIES

2 27. Defendant understands that the Court and the United
3 States Probation Office are not parties to this agreement and
4 need not accept any of the USAO's sentencing recommendations or
5 the parties' agreements to facts or sentencing factors.

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

21 29. Defendant understands that even if the Court ignores
22 any sentencing recommendation, finds facts or reaches conclusions
23 different from those agreed to, and/or imposes any sentence up to
24 the maximum established by statute, defendant cannot, for that
25 reason, withdraw defendant's guilty plea, and defendant will
26 remain bound to fulfill all defendant's obligations under this
27 agreement. Defendant understands that no one -- not the
28 prosecutor, defendant's attorney, or the Court -- can make a

1 binding prediction or promise regarding the sentence defendant
2 will receive, except that it will be within the statutory
3 maximum.

4 NO ADDITIONAL AGREEMENTS

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

11 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

16 AGREED AND ACCEPTED

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

19 ANDRÉ BIROTTE JR.
20 United States Attorney

21 
22 KRISTEN A. WILLIAMS
23 Assistant United States Attorney

12/2/11
Date

24 
25 HEE JUNG MUN
26 Defendant

12/01/11
Date

27 
28 ANDREW PLIER
Attorney for Defendant
HEE JUNG MUN

12-1-11
Date

CERTIFICATION OF DEFENDANT

1

2 I have read this agreement in its entirety. I have had

3 enough time to review and consider this agreement, and I have

4 carefully and thoroughly discussed every part of it with my

5 attorney. I understand the terms of this agreement, and I

6 voluntarily agree to those terms. I have discussed the evidence

7 with my attorney, and my attorney has advised me of my rights, of

8 possible pretrial motions that might be filed, of possible

9 defenses that might be asserted either prior to or at trial, of

10 the sentencing factors set forth in 18 U.S.C. § 3553(a), of

11 relevant Sentencing Guidelines provisions, and of the

12 consequences of entering into this agreement. No promises,

13 inducements, or representations of any kind have been made to me

14 other than those contained in this agreement. No one has

15 threatened or forced me in any way to enter into this agreement.

16 I am satisfied with the representation of my attorney in this

17 matter, and I am pleading guilty because I am guilty of the

18 charges and wish to take advantage of the promises set forth in

19 this agreement, and not for any other reason.

20

21 

22 HEE JUNG MUN
Defendant

12/01/11

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

1

2 I am HEE JUNG MUN's attorney. I have carefully and

3 thoroughly discussed every part of this agreement with my client.

4 Further, I have fully advised my client of her rights, of

5 possible pretrial motions that might be filed, of possible

6 defenses that might be asserted either prior to or at trial, of

7 the sentencing factors set forth in 18 U.S.C. § 3553(a), of

8 relevant Sentencing Guidelines provisions, and of the

9 consequences of entering into this agreement. To my knowledge:

10 no promises, inducements, or representations of any kind have

11 been made to my client other than those contained in this

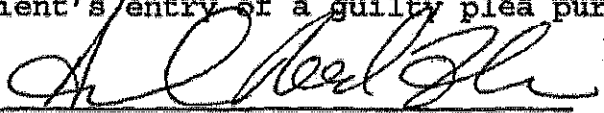
12 agreement; no one has threatened or forced my client in any way

13 to enter into this agreement; my client's decision to enter into

14 this agreement is an informed and voluntary one; and the factual

15 basis set forth in this agreement is sufficient to support my

16 client's entry of a guilty plea pursuant to this agreement.

17 

12-1-11

18 ANDREW FLIER
 19 Attorney for Defendant
 20 HEE JUNG MUN

Date

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CRIMINAL MINUTES -- CHANGE OF PLEA

Case No. CR 11-01169 DDP

Date: January 11, 2012

=====

PRESENT: HONORABLE DEAN D. PREGERSON, JUDGE

John A. Chambers
Courtroom Deputy

Maria Bustillos
Court Reporter

Kristen A. Williams
Asst. U.S. Attorney

=====

U.S.A. vs (Dfts listed below)

Attorneys for Defendants

1) HEE JUNG MUN
present on bond

1) Andrew Reed Flier
present retained

PROCEEDINGS: PLEA

Court and counsel confer re the plea of Guilty. Defendant moves to plea Guilty to the Information. Defendant now enters a plea of Guilty to the Single Count Information. The Court questions the defendant regarding the plea of Guilty and finds a factual and legal basis for the plea; waivers of constitutional rights are freely, voluntarily and intelligently made; plea is provident; plea is accepted and entered.

The Court refers the defendant to the Probation Office for the preparation of a presentence report and continues the matter to October 1, 2012 at 1:30 p.m., for sentencing. The Court vacates the court and/or jury trial date.

Counsel are notified that Federal Rule of Criminal Procedure 32(b)(6)(B) requires the parties to notify the Probation Officer, and each other, of any objections to the Presentence Report within fourteen (14) days of receipt. Alternatively, the Court will permit counsel to file such objections no later than twenty-one (21) days before Sentencing. The Court construes "objections" to include departure arguments. Requests for continuances shall be filed no later than twenty-one (21) days before Sentencing. Strict compliance with the above is mandatory because untimely filings impede the abilities of the Probation Office and of the Court to prepare for Sentencing. Failure to meet these deadlines is grounds for sanctions.

cc: P. O. & P. S. A. L. A.

United States District Court
Central District of California

UNITED STATES OF AMERICA vs.

Docket No. CR 11-01169 DDP

Defendant HEE JUNG MUN

akas: Angela Mun; Moniker: Angela

Social Security No. - - - -
(Last 4 digits)

JUDGMENT AND PROBATION/COMMITMENT ORDER

In the presence of the attorney for the government, the defendant appeared in person

MONTH	DAY	YEAR
July	28	2014

COUNSEL Andrew Reed Flier, retained.
(Name of Counsel)

PLEA **GUILTY**, and the court being satisfied that there is a factual basis for **NOLO CONTENDERE** **NOT GUILTY**
the plea.

FINDING There being a finding/verdict of **GUILTY**, defendant has been convicted as charged of the offense(s) of:
18 U.S.C. §1347: Health Care Fraud as charged in the Single Count Information.

JUDGMENT AND PROB/ COMM ORDER The Court asked whether there was any reason why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the Court, the Court adjudged the defendant guilty as charged and convicted and ordered that: Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant is hereby committed to the custody of the Bureau of Prisons to be imprisoned for a term of:

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Hee Jung Mun, is hereby committed on the Single Count Information to the custody of the Bureau of Prisons to be imprisoned for a term of 57 months.

Upon release from imprisonment, the defendant shall be placed on supervised release for a term of three years under the following terms and conditions:

1. The defendant shall comply with the rules and regulations of the U. S. Probation Office, General Order 05-02, and General Order 01-05, including the three special conditions delineated in General Order 01-05;
2. During the period of community supervision the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment;
3. The defendant shall not be employed in any position that requires licensing and/or certification by any local, state or federal agency without prior approval of the Probation Officer;
4. The defendant shall cooperate in the collection of a DNA sample from the defendant; and

USA vs. HEE JUNG MUN

Docket No.:

CR 11-01169 DDP

5. The defendant shall apply all monies received from income tax refunds, lottery winnings, inheritance, judgements and any anticipated or unexpected financial gains to the outstanding court-ordered financial obligation.

The drug testing condition mandated by statute is suspended based on the Court's determination that the defendant poses a low risk of future substance abuse.

RESTITUTION: It is ordered that the defendant shall pay restitution pursuant to 18 U.S.C. § 3663 (A). Defendant shall pay restitution in the total amount of \$ 5,144,277.54 to victims as set forth in a separate victim list prepared by the probation office which this Court adopts and which reflects the Court's determination of the amount of restitution due to each victim. The victim list, which shall be forwarded to the fiscal section of the clerk's office, shall remain confidential to protect the privacy interests of the victims.

Restitution shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program. If any amount of the restitution remains unpaid after release from custody, nominal monthly payments of at least 10% of defendant's gross monthly income, but not less than \$100, whichever is greater, during the period of supervised release and shall begin 30 days after the commencement of supervision. Nominal restitution payments are ordered as the court finds that the defendant's economic circumstances do not allow for either immediate or future payment of the amount ordered.

The amount of restitution ordered shall be paid as set forth in the confidential victim list.

The defendant shall be held jointly and severally liable with the co-participants Ji Hae Kim, docket number CR 11-01082-DDP; Seonweon Kim, docket number CR 12-00009-DDP; Jung Sook Lee, docket number CR 12-00015-DDP; Hwa Ja Kim, docket number CR 12-00059-DDP; Whan Sil Kim, docket number CR 12-00572-DDP; Yeong Ja Lee, docket number CR 12-397-DDP; and Sang Whan Ahn, docket number CR 12-588-DDP, to the extent and for the amount that each is determined liable for the same victim losses. The victim's recovery is limited to the amount of its loss and the defendant's liability for restitution ceases if and when the victim receives full restitution.

Pursuant to 18 U.S.C. § 3612(f)(3)(A), interest on the restitution ordered is waived because the defendant does not have the ability to pay interest. Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. § 3612(g).

The defendant shall comply with General Order No. 01-05.

FINE: All fines are waived as it is found that the defendant does not have the ability to pay a fine in addition to restitution.

SPECIAL ASSESSMENT: It is ordered that the defendant shall pay to the United States a special assessment of \$100, which is due immediately. Any unpaid balance shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program.

SENTENCING FACTORS: The sentence is based upon the factors set forth in 18 U.S.C. § 3553, including the applicable sentencing range set forth in the guidelines.

The Court **RECOMMENDS** a BOP facility as close to the Southern California vicinity as possible.

USA vs. HEE JUNG MUN

Docket No.: CR 11-01169 DDP

IT IS ORDERED that the defendant shall self-surrender to the institution designated by the BOP on or before 12 noon, on September 29, 2014 and, on the absence of such designation, the defendant shall report on or before the same date and time, to the United States Marshal at 255 East Temple Street, Los Angeles, California, 90012.

In addition to the special conditions of supervision imposed above, it is hereby ordered that the Standard Conditions of Probation and Supervised Release within this judgment be imposed. The Court may change the conditions of supervision, reduce or extend the period of supervision, and at any time during the supervision period or within the maximum period permitted by law, may issue a warrant and revoke supervision for a violation occurring during the supervision period.

July 30, 2014

Date



United States District Judge

It is ordered that the Clerk deliver a copy of this Judgment and Probation/Commitment Order to the U.S. Marshal or other qualified officer.

Clerk, U.S. District Court

July 30, 2014

Filed Date

By John A. Chambers

Deputy Clerk

The defendant shall comply with the standard conditions that have been adopted by this court (set forth below).

STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE

While the defendant is on probation or supervised release pursuant to this judgment:

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. The defendant shall not commit another Federal, state or local crime; 2. the defendant shall not leave the judicial district without the written permission of the court or probation officer; 3. the defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month; 4. the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer; 5. the defendant shall support his or her dependents and meet other family responsibilities; 6. the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons; 7. the defendant shall notify the probation officer at least 10 days prior to any change in residence or employment; 8. the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician; 9. the defendant shall not frequent places where controlled substances are illegally sold, used, distributed or administered; | <ol style="list-style-type: none"> 10. the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer; 11. the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer; 12. the defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer; 13. the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; 14. as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to conform the defendant's compliance with such notification requirement; 15. the defendant shall, upon release from any period of custody, report to the probation officer within 72 hours; 16. and, for felony cases only: not possess a firearm, destructive device, or any other dangerous weapon. |
|--|---|

The defendant will also comply with the following special conditions pursuant to General Order 01-05 (set forth below).

USA vs. HEE JUNG MUN

Docket No.: CR 11-01169 DDP

STATUTORY PROVISIONS PERTAINING TO PAYMENT AND COLLECTION OF FINANCIAL SANCTIONS

The defendant shall pay interest on a fine or restitution of more than \$2,500, unless the court waives interest or unless the fine or restitution is paid in full before the fifteenth (15th) day after the date of the judgment pursuant to 18 U.S.C. §3612(f)(1). Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. §3612(g). Interest and penalties pertaining to restitution, however, are not applicable for offenses completed prior to April 24, 1996.

If all or any portion of a fine or restitution ordered remains unpaid after the termination of supervision, the defendant shall pay the balance as directed by the United States Attorney's Office. 18 U.S.C. §3613.

The defendant shall notify the United States Attorney within thirty (30) days of any change in the defendant's mailing address or residence until all fines, restitution, costs, and special assessments are paid in full. 18 U.S.C. §3612(b)(1)(F).

The defendant shall notify the Court through the Probation Office, and notify the United States Attorney of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay a fine or restitution, as required by 18 U.S.C. §3664(k). The Court may also accept such notification from the government or the victim, and may, on its own motion or that of a party or the victim, adjust the manner of payment of a fine or restitution-pursuant to 18 U.S.C. §3664(k). See also 18 U.S.C. §3572(d)(3) and for probation 18 U.S.C. §3563(a)(7).

Payments shall be applied in the following order:

1. Special assessments pursuant to 18 U.S.C. §3013;
2. Restitution, in this sequence:
 - Private victims (individual and corporate),
 - Providers of compensation to private victims,
 - The United States as victim;
3. Fine;
4. Community restitution, pursuant to 18 U.S.C. §3663(c); and
5. Other penalties and costs.

SPECIAL CONDITIONS FOR PROBATION AND SUPERVISED RELEASE

As directed by the Probation Officer, the defendant shall provide to the Probation Officer: (1) a signed release authorizing credit report inquiries; (2) federal and state income tax returns or a signed release authorizing their disclosure and (3) an accurate financial statement, with supporting documentation as to all assets, income and expenses of the defendant. In addition, the defendant shall not apply for any loan or open any line of credit without prior approval of the Probation Officer.

The defendant shall maintain one personal checking account. All of defendant's income, "monetary gains," or other pecuniary proceeds shall be deposited into this account, which shall be used for payment of all personal expenses. Records of all other bank accounts, including any business accounts, shall be disclosed to the Probation Officer upon request.

The defendant shall not transfer, sell, give away, or otherwise convey any asset with a fair market value in excess of \$500 without approval of the Probation Officer until all financial obligations imposed by the Court have been satisfied in full.

These conditions are in addition to any other conditions imposed by this judgment.

RETURN

I have executed the within Judgment and Commitment as follows:

USA vs. HEE JUNG MUN Docket No.: CR 11-01169 DDP

Defendant delivered on _____ to _____
Defendant noted on appeal on _____
Defendant released on _____
Mandate issued on _____
Defendant's appeal determined on _____
Defendant delivered on _____ to _____
at _____

the institution designated by the Bureau of Prisons, with a certified copy of the within Judgment and Commitment.

United States Marshal

_____ By _____
Date Deputy Marshal

CERTIFICATE

I hereby attest and certify this date that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

Clerk, U.S. District Court

_____ By _____
Filed Date Deputy Clerk

FOR U.S. PROBATION OFFICE USE ONLY

Upon a finding of violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of supervision.

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

(Signed) _____
Defendant Date

U. S. Probation Officer/Designated Witness Date

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**BEFORE THE
BOARD OF REGISTERED NURSING
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:
**HEE JUNG MUN
aka HEE MUN
1746 W. 169th Place, Unit A
Gardena, CA 90247**
Registered Nurse License No. 590575
RESPONDENT

Case No. 2016-423
DEFAULT DECISION AND ORDER
[Gov. Code, §11520]

FINDINGS OF FACT

1. On or about October 22, 2015, Complainant Louise R. Bailey, M.Ed.,RN, in her official capacity as the Executive Officer of the Board of Registered Nursing, Department of Consumer Affairs, filed Accusation No. 2016-423 against Hee Jung Mun, aka Hee Mun (Respondent) before the Board of Registered Nursing. (Accusation attached as Exhibit A.)
2. On or about October 31, 2001, the Board of Registered Nursing (Board) issued Registered Nurse License No. 590575 to Respondent. The Registered Nurse License expired on November 30, 2015, and has not been renewed.
3. On or about October 22, 2015, Respondent was served by Certified and First Class Mail copies of the Accusation No. 2016-423, Statement to Respondent, Notice of Defense, Request for Discovery, and Government Code sections 11507.5, 11507.6, and 11507.7 to Respondent's address of record which, pursuant to Business and Professions Code section 136

1 and/Title 16, California Code of Regulation, section 1409.1, is required to be reported and
2 maintained with the Board, was and is:

3 1746 W. 169th Place, Unit A

4 Gardena, CA 90247.

5 4. Service of the Accusation was effective as a matter of law under the provisions of
6 Government Code section 11505, subdivision (c) and/or Business & Professions Code section
7 124.

8 5. On or about November 5, 2015, the Board of Registered Nursing received the
9 unsigned Domestic Return Receipt for the Accusation served by Certified Mail. A search of
10 LexisNexis confirms that to date, the address of record on file with the Board remains associated
11 with Respondent as her primary address.

12 6. Business and Professions Code section 2764 states:

13 The lapsing or suspension of a license by operation of law or by order or decision of
14 the board or a court of law, or the voluntary surrender of a license by a licentiate shall not deprive
15 the board of jurisdiction to proceed with an investigation of or action or disciplinary proceeding
16 against such license, or to render a decision suspending or revoking such license.

17 7. Government Code section 11506 states, in pertinent part:

18 (c) The respondent shall be entitled to a hearing on the merits if the respondent files a
19 notice of defense, and the notice shall be deemed a specific denial of all parts of the Accusation
20 not expressly admitted. Failure to file a notice of defense shall constitute a waiver of respondent's
21 right to a hearing, but the agency in its discretion may nevertheless grant a hearing.

22 8. Respondent failed to file a Notice of Defense within 15 days after service of the
23 Accusation upon her, and therefore waived her right to a hearing on the merits of Accusation No.
24 2016-423.

25 9. California Government Code section 11520 states, in pertinent part:

26 (a) If the respondent either fails to file a notice of defense or to appear at the hearing, the
27 agency may take action based upon the respondent's express admissions or upon other evidence
28 and affidavits may be used as evidence without any notice to respondent.

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- b. Violation of Business and Professions Code section 2761(f) - Conviction substantially related to the qualifications, functions and duties of a registered nurse.
- c. Violation of Business and Professions Code section 2765 - A plea or verdict of guilty or a conviction following a plea of nolo contendere made to a charge substantially related to the qualifications, functions and duties of a registered nurse is deemed to be a conviction within the meaning of this article.
- d. Violation of Business and Professions Code section 810(a)(1) - Knowingly present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.
- e. Violation of Business and Professions Code section 810(a)(2) - Knowingly prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used in support of any false or fraudulent claim.
- f. Violation of Business and Professions Code section 810(b) - Engage in any conduct prohibited under Section 1871.4 of the Insurance Code or Section 549 or 550 of the Penal Code.
- g. Violation of 810(c) - Conviction of any felony involving Medi-Cal fraud committed by the licensee or certificate holder in conjunction with the Medi-Cal program.

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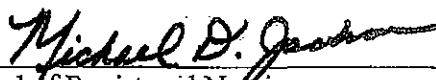
ORDER

IT IS SO ORDERED that Registered Nurse License No. 590575, heretofore issued to Respondent Hee Jung Mun, aka Hee Mun, is revoked.

Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a written motion requesting that the Decision be vacated and stating the grounds relied on within seven (7) days after service of the Decision on Respondent. The agency in its discretion may vacate the Decision and grant a hearing on a showing of good cause, as defined in the statute.

This Decision shall become effective on March 25, 2016.

It is so ORDERED February 24, 2016.



Board of Registered Nursing
Department of Consumer Affairs
State of California

Attachment:

Exhibit A: Accusation No. 2016-423

Exhibit A

Accusation No. 2016-423

1 KAMALA D. HARRIS
Attorney General of California
2 LINDA K. SCHNEIDER
Senior Assistant Attorney General
3 THOMAS L. RINALDI
Supervising Deputy Attorney General
4 State Bar No. 206911
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 897-2542
6 Facsimile: (213) 897-2804

7 *Attorneys for Complainant*

8 **BEFORE THE**
9 **BOARD OF REGISTERED NURSING**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 2016-423

12 **HEE JUNG MUN aka HEE MUN**
13 1746 W. 169th Place, Unit A
Gardena, CA 90247

A C C U S A T I O N

14 Registered Nurse License No. 590575

15 Respondent.

17 Complainant alleges:

18 **PARTIES**

19 1. Louise R. Bailey, M.Ed., RN (Complainant) brings this Accusation solely in her
20 official capacity as the Executive Officer of the Board of Registered Nursing (Board), Department
21 of Consumer Affairs.

22 2. On or about October 31, 2001, the Board issued Registered Nurse License No.
23 590575 to Hee Jung Mun also known as Hee Mun (Respondent). The Registered Nurse License
24 was in full force and effect at all times relevant to the charges brought herein and will expire on
25 November 30, 2015, unless renewed.

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1 granting probation is made suspending the imposition of sentence, irrespective of a subsequent
2 order under the provisions of Section 1203.4 of the Penal Code allowing such person to withdraw
3 his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or
4 dismissing the accusation, information or indictment."

5 8. California Code of Regulations, title 16, section 1444, states:

6 "A conviction or act shall be considered to be substantially related to the qualifications,
7 functions or duties of a registered nurse if to a substantial degree it evidences the present or
8 potential unfitness of a registered nurse to practice in a manner consistent with the public health,
9 safety, or welfare."

10 9. Section 810 of the Code states:

11 "(a) It shall constitute unprofessional conduct and grounds for disciplinary action, including
12 suspension or revocation of a license or certificate, for a health care professional to do any of the
13 following in connection with his or her professional activities:

14 (1) Knowingly present or cause to be presented any false or fraudulent
15 claim for the payment of a loss under a contract of insurance.

16 (2) Knowingly prepare, make, or subscribe any writing, with intent to
17 present or use the same, or to allow it to be presented or used in support of any false
18 or fraudulent claim.

19 "(b) It shall constitute cause for revocation or suspension of a license or certificate for a
20 health care professional to engage in any conduct prohibited under Section 1871.4 of the Insurance
21 Code or Section 549 or 550 of the Penal Code.

22 "(c) (1) It shall constitute cause for automatic suspension of a license or certificate issued
23 pursuant to Chapter 4 (commencing with Section 1600), Chapter 5 (commencing with Section
24 2000), Chapter 6.6 (commencing with Section 2900), Chapter 7 (commencing with Section 3000),
25 or Chapter 9 (commencing with Section 4000), or pursuant to the Chiropractic Act or the
26 Osteopathic Act, if a licensee or certificate holder has been convicted of any felony involving fraud
27 committed by the licensee or certificate holder in conjunction with providing benefits covered by
28 worker's compensation insurance, or has been convicted of any felony involving Medi-Cal fraud

1 committed by the licensee or certificate holder in conjunction with the Medi-Cal program,
2 including the Denti-Cal element of the Medi-Cal program, pursuant to Chapter 7 (commencing
3 with Section 14000), or Chapter 8 (commencing with Section 14200), of Part 3 of Division 9 of
4 the Welfare and Institutions Code. The board shall convene a disciplinary hearing to determine
5 whether or not the license or certificate shall be suspended, revoked, or some other disposition
6 shall be considered, including, but not limited to, revocation with the opportunity to petition for
7 reinstatement, suspension, or other limitations on the license or certificate as the board deems
8 appropriate. "

9 **COST RECOVERY**

10 10. Section 125.3 of the Code provides, in pertinent part, that the Board may request the
11 administrative law judge to direct a licentiate found to have committed a violation or violations of
12 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
13 enforcement of the case, with failure of the licentiate to comply subjecting the license to not being
14 renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be
15 included in a stipulated settlement.

16 **FIRST CAUSE FOR DISCIPLINE**

17 **(Conviction of a Substantially Related Crime)**

18 11. Respondent is subject to disciplinary action under sections 2761, subdivision (f) and
19 2765, in conjunction with California Code of Regulations, title 16, section 1444, in that
20 Respondent was convicted of a crime substantially related to the qualifications, functions, or duties
21 of a registered nurse, as follows:

22 a. On or about July 28, 2014, after pleading guilty, Respondent was convicted of one
23 felony count of violating Title 18, United States Code section Code 1347 [health care fraud] in the
24 criminal proceeding entitled *United States of America v. Hee Jung Mun* (United States District
25 Court, Central District of California, 2010, Case No. 2:011CR-01169). The court ordered
26 Respondent to serve 57 months in federal prison and ordered her to pay restitution in the amount
27 of \$5,144,277.54.

28 ///

**Declaration of Socorro Tongco
(in Support of Notice of Provider Suspension)**

I, Socorro Tongco, hereby declare and state as follows:

1. I make this declaration of my own personal knowledge and if called to testify, I could and would testify competently to the matters stated herein.
2. I am employed by the State of California, Department of Industrial Relations (“Department”), Office of the Director, as a Special Investigator. I have been an investigator with the Department since 2006. I make this Declaration in support of the “Notice of Provider Suspension – Workers’ Compensation” issued by the Acting Administrative Director of the Division of Workers’ Compensation, attached herein.
3. As part of my duties as a Special Investigator, I have access to investigative tools and internet-based information databases such as Thomson Reuters Clear, and LexisNexis Accurint. These database resources provide access to public and non-public records that we use as necessary, for purposes of our legal work and representation of the Department in workers’ compensation cases and in other litigation, to locate individuals, uncover assets, and verify identities.
4. On or about October 18, 2017, I noted the address of record for Hee Jung Mun, with the State of California, Department of Consumer Affairs, Board of Registered Nursing as: 1746 W 169th Place, Unit A Gardena, CA 90247.
5. On or about October 18, 2017, I ran a search on Hee Jung Mun in the Federal Bureau of Prisons, inmate locator online database. The searches provided the following mailing address information for Ms. Mun: P.O. Box 3850 Adelanto, CA 92301.
6. On or about October 18, 2017, I ran a search on Ms. Mun in the Lexis Nexis Accurint database. The searches provided the following information: Hee Jung Mun resided at an address in Rancho Palos Verdes, CA (I will not state the addresses so as to not reveal Ms. Mun’s home address).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of October, 2017, in Oakland, California.

Socorro Tongco

Socorro Tongco

CERTIFICATE OF SERVICE BY MAIL
(C.C.P. section 1013(a), 2015.5)

I am over the age of 18 years and not a party to the entitled action. My business address is 1515 Clay Street, 18th Floor, Oakland, California 94612.

I served the following documents:

- **Notice of Provider Suspension – Workers’ Compensation**
- **Information in *United States of America v. Hee Jung Mun, aka “Angela Mun”* (Case No. CR-11-01169), United States District Court, Central District of California**
- **Plea Agreement for Defendant Hee Jung Mun in *United States of America v. Hee Jung Mun, aka “Angela Mun”* (Case No. CR-11-01169), United States District Court, Central District of California**
- **Criminal Minutes - - Change of Plea in *United States of America v. Hee Jung Mun, aka “Angela Mun”* (Case No. CR-11-01169), United States District Court, Central District of California**
- **Judgment and Probation/Commitment Order in *United States of America v. Hee Jung Mun, aka “Angela Mun”* (Case No. CR-11-01169), United States District Court, Central District of California**
- **Default Decision and Order – *In the Matter of the Accusation Against Hee Jung Mun* (Case No. 2016-423), Before the Board of Registered Nursing, Department of Consumer Affairs, State of California, with accompanying Accusation**
- **Declaration of Socorro Tongco in Support of Notice of Provider Suspension**

on the following person(s) at the following address(es):

Hee Jung Mun
1746 W. 169th Place, Unit A
Gardena, CA 90247

Hee Jung Mun (Inmate Reg. No. 62081-112)
FCI Victorville Medium II
Federal Correctional Institution
P.O. Box 3850
Adelanto, CA 92301

Hee Jung Mun
6433 Seabryn Drive
Rancho Palos Verdes, CA 90275

The documents were served by the following means:

(BY U.S. CERTIFIED MAIL) I enclosed the documents in a sealed envelope or package addressed to the person(s) at the address(es) listed above and:

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[X] Placed the envelope or package for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service, in a sealed envelope or package with the postage fully prepaid.

I declare under penalty of perjury under the laws of State of California that the above is true and correct.

Executed on November 3, 2017, at Oakland, California.



URSULA JONES