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 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 KENNETH GREENLINGER,

16 Defendant.

No. CR 16-

CR16-0795

PLEA AGREEMENT FOR DEFENDANT
KENNETH GREENLINGER

17
 18 1. This constitutes the plea agreement between defendant
 19 KENNETH GREENLINGER ("defendant") and the United States Attorney's
 20 Office for the Central District of California (the "USAO") in the
 21 above-captioned case. This agreement is limited to the USAO and
 22 cannot bind any other federal, state, local, or foreign prosecuting,
 23 enforcement, administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. Give up the right to indictment by a grand jury and,
 27 at the earliest opportunity requested by the USAO and provided by the
 28 Court, appear and plead guilty to a two count information in the form

1 attached to this agreement as Exhibit A or a substantially similar
2 form, which charges defendant with Health Care Fraud, in violation of
3 18 U.S.C. § 1347.

4 b. Not contest facts agreed to in this agreement.

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

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

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

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

16 g. Pay the applicable special assessments at or before
17 the time of sentencing unless defendant lacks the ability to pay and
18 prior to sentencing submits a completed financial statement on a form
19 to be provided by the USAO.

20 h. Not seek the discharge of any restitution obligation,
21 in whole or in part, in any present or future bankruptcy proceeding.

22 i. Agree to the imposition of the following condition of
23 probation or supervised release: Not own, operate, or work at any
24 medical supply company.

25 3. Defendant understands and acknowledges that as a result of
26 pleading guilty pursuant to this agreement, defendant will be
27 excluded from Medicare, Medicaid, and all Federal health care benefit
28 programs. Defendant agrees to complete and execute all necessary

1 documents provided by the United States Department of Health and
2 Human Services, or any other department or agency of the federal
3 government, to effectuate this exclusion within 60 days of receiving
4 the documents. This exclusion will not affect defendant's right to
5 apply for and receive benefits as a beneficiary under any federal
6 health care benefit program, including Medicare and Medicaid.

7 THE USAO'S OBLIGATIONS

8 4. The USAO agrees to:

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

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

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

18 d. Recommend that defendant be sentenced to a term of
19 imprisonment no higher than the low end of the applicable Sentencing
20 Guidelines range, provided that the offense level used by the Court
21 to determine that range is 19 or higher. For purposes of this
22 agreement, the low end of the Sentencing Guidelines range is that
23 defined by the sentencing table in the United States Sentencing
24 Guidelines, Chapter 5, Part A. However, defendant understands and
25 agrees that it is not a breach of this plea agreement for the
26 government to introduce incriminating evidence or evidence otherwise
27 relevant under 18 U.S.C. § 3553(a) at sentencing in order to justify
28 its sentencing recommendation in this case.

1 e. Except for criminal tax violations (including
2 conspiracy to commit such violations chargeable under 18 U.S.C.
3 § 371), not further criminally prosecute defendant for federal
4 criminal violations arising out of defendant's conduct described in
5 the agreed-to factual basis set forth in paragraph 11 below,
6 including violations of 18 U.S.C. § 1028A (aggravated identity theft
7 for submitting claims using his employees' names). Defendant
8 understands that the USAO is free to criminally prosecute defendant
9 for any other unlawful past conduct or any unlawful conduct that
10 occurs after the date of this agreement. Defendant agrees that at
11 the time of sentencing the Court may consider the uncharged conduct
12 in determining the applicable Sentencing Guidelines range, the
13 propriety and extent of any departure from that range, and the
14 sentence to be imposed after consideration of the Sentencing
15 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a)..

16 NATURE OF THE OFFENSE

17 5. Defendant understands that for defendant to be guilty of
18 the crime charged in count one and count two, that is, Health Care
19 Fraud, in violation of 18 U.S.C. § 1347, the following must be true:
20 (1) defendant knowingly and willfully devised or participated in a
21 scheme to defraud a health care benefit program; (2) the statements
22 made or facts omitted as part of the scheme were material; (3)
23 defendant acted with intent to defraud; and (4) the scheme involved
24 the delivery of, or payment for, health care benefits, items, or
25 services.

26 PENALTIES AND RESTITUTION

27 6. Defendant understands that the statutory maximum sentence
28 that the Court can impose for each violation of Title 18, United

1 States Code, Section 1347, is: 10 years' imprisonment; a three-year
2 period of supervised release; a fine of \$250,000 or twice the gross
3 gain or gross loss of the offense, whichever is greatest; and a
4 mandatory special assessment of \$100. Defendant understands,
5 therefore, that the total maximum sentence for all offenses to which
6 defendant is pleading guilty is: 20 years' imprisonment; a three-year
7 period of supervised release; a fine of \$500,000 or twice the gross
8 gain or gross loss resulting from the offenses, whichever is
9 greatest; and a mandatory special assessment of \$200.

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

19 8. Defendant understands that, by pleading guilty, defendant
20 may be giving up valuable government benefits and valuable civic
21 rights, such as the right to vote, the right to possess a firearm,
22 the right to hold office, and the right to serve on a jury.
23 Defendant understands that once the court accepts defendant's guilty
24 pleas, it will be a federal felony for defendant to possess a firearm
25 or ammunition. Defendant understands that the convictions in this
26 case may also subject defendant to various other collateral
27 consequences, including but not limited to mandatory exclusion from
28 providing services paid for under federal health care benefit

1 programs for a minimum of five years, suspension or revocation of a
2 professional license, and revocation of probation, parole, or
3 supervised release in another case. Defendant understands that
4 unanticipated collateral consequences will not serve as grounds to
5 withdraw defendant's guilty pleas.

6 9. Defendant understands that, if defendant is not a United
7 States citizen, the felony convictions in this case may subject
8 defendant to: removal, also known as deportation, which may, under
9 some circumstances, be mandatory; denial of citizenship; and denial
10 of admission to the United States in the future. The court cannot,
11 and defendant's attorney also may not be able to, advise defendant
12 fully regarding the immigration consequences of the felony
13 convictions in this case. Defendant understands that unexpected
14 immigration consequences will not serve as grounds to withdraw
15 defendant's guilty pleas.

16 10. Defendant understands that defendant will be required to
17 pay full restitution to the victim of the offenses to which defendant
18 is pleading guilty. Defendant agrees that, in return for the USAO's
19 compliance with its obligations under this agreement, the Court may
20 order restitution to persons other than the victim of the offenses to
21 which defendant is pleading guilty and in amounts greater than those
22 alleged in the counts to which defendant is pleading guilty. In
23 particular, defendant agrees that the Court may order restitution to
24 any victim of any of the following for any losses suffered by that
25 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
26 § 1B1.3, in connection with the offenses to which defendant is
27 pleading guilty; and (b) any charges not prosecuted pursuant to this
28 agreement as well as all relevant conduct, as defined in U.S.S.G.

1 § 1B1.3, in connection with those charges. The parties currently
2 believe that the applicable amount of restitution is approximately
3 \$1,072,618 but recognize and agree that this amount could change
4 based on facts that come to the attention of the parties prior to
5 sentencing.

6 FACTUAL BASIS

7 11. Defendant admits that defendant is, in fact, guilty of the
8 offenses to which defendant is agreeing to plead guilty. Defendant
9 and the USAO agree to the statement of facts provided below and agree
10 that this statement of facts is sufficient to support pleas of guilty
11 to the charges described in this agreement and to establish the
12 Sentencing Guidelines factors set forth in paragraph 13 below but is
13 not meant to be a complete recitation of all facts relevant to the
14 underlying criminal conduct or all facts known to either party that
15 relate to that conduct.

16 Between approximately January 1, 2008 and April 17, 2015,
17 defendant was the owner and president of Valley Home Medical Supply
18 Company ("Valley Home"), which was located in Canoga Park,
19 California.

20 During that time period, Valley Home was enrolled as a provider
21 with Medicare, a federal health care benefit program affecting
22 interstate commerce. Medicare provides reimbursement for medically-
23 necessary services to persons aged 65 years and older, and to certain
24 disabled persons. As its business, Valley Home provided durable
25 medical equipment and other medical supplies to Medicare
26 beneficiaries. Valley Home then billed Medicare for the products.
27 However, Medicare would not reimburse Valley Home for products
28 unless: (a) the beneficiary actually received the product; and (b)

1 the product was medically-necessary, as determined by an appropriate
2 medical professional.

3 During the period described above, within Los Angeles County,
4 which is within the Central District of California, defendant
5 knowingly and willfully devised, and participated in, a scheme to
6 defraud Medicare. Defendant used his position as the owner and
7 president of Valley Home to access the billing system and create
8 false claims, which he knew would be submitted to Medicare.
9 Specifically, defendant created false claims indicating that
10 beneficiaries had received products when, in fact, they had not
11 received any products.

12 Defendant also used his position as the owner and president of
13 Valley Home to conceal his fraudulent conduct. When beneficiaries
14 called Valley Home to complain that their benefits statements stated
15 that they had received certain products that they had not received,
16 defendant directed his employees to forward those calls to him. If
17 defendant could not placate the beneficiary, he agreed to withdraw
18 the claim from Medicare, claiming that it was a mistake.

19 By creating these false claims for products that were not
20 provided, knowing that they would be submitted to Medicare, defendant
21 made material misrepresentations and omissions, meaning that they
22 influenced, or were capable of influencing, Medicare to reimburse
23 Valley Home for products for which it should not have received
24 payment.

25 Defendant engaged in this scheme with the intent to defraud
26 Medicare, which constitutes a health care benefit program. Defendant
27 engaged in the scheme voluntarily, purposefully, and with knowledge
28 that his conduct, in a general sense, was unlawful.

1 Two false and fraudulent claims defendant caused to be submitted
2 were as follows: (1) Claim #114122824410000 on or about May 2, 2014
3 for \$133.99 for shoulder orthosis purportedly delivered to Medicare
4 beneficiary Y.S., and (2) Claim #115034827207000 on or about February
5 3, 2015 for \$177.98 for tracheal suction catheters purportedly
6 delivered to Medicare beneficiary N.J. Defendant caused these claims
7 to be submitted knowing that the items were not actually provided to
8 the beneficiaries.

9 Defendant also created and caused the submission of similarly
10 false and fraudulent claims to other government health care benefit
11 programs, including Medi-Cal. Defendant's creation of these false
12 claims constitutes relevant conduct under the Sentencing Guidelines.

13 Defendant caused the submission of false and fraudulent claims
14 to Medicare and other government health care benefit programs,
15 including Medi-Cal, that sought reimbursement in the amount of
16 approximately \$1,418,000. As a result of the submission of these
17 false and fraudulent claims, Valley Home was paid approximately
18 \$1,072,618.

19 Defendant's offenses involved over \$1 million in loss to a
20 government healthcare program. Defendant abused a position of trust
21 in committing these offenses.

22 SENTENCING FACTORS

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

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

7 13. Defendant and the USAO agree to the following applicable
 8 Sentencing Guidelines factors:

9	Base Offense Level	7	[U.S.S.G. § 2B1.1]
10	Loss Between \$550,000 and \$1.5M	+14	[U.S.S.G. § 2B1.1(b) (1) (H)]
11	Over \$1M in Health Care Fraud	+2	[U.S.S.G. § 2B1.1(b) (7)]
12	Abuse of Position of Trust	+2	[U.S.S.G. § 3B1.3]
13	Acceptance of Responsibility	-3	[U.S.S.G. § 3E1.1]
14	Variance	-3	[Booker v. United States, 543 U.S. 220 (2005)]
15			
16	Total Offense Level	19	

17 The USAO will agree to a two-level downward adjustment for acceptance
 18 of responsibility (and, if applicable, move for an additional one-
 19 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the
 20 conditions set forth in paragraph 4(c) are met and if defendant has
 21 not committed, and refrains from committing, acts constituting
 22 obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as
 23 discussed below. Subject to paragraph 26 below, defendant and the
 24 USAO agree not to seek, argue, or suggest in any way, either orally
 25 or in writing, that any other specific offense characteristics,
 26 adjustments, or departures relating to the offense level be imposed.
 27 Defendant agrees, however, that if, after signing this agreement but
 28 prior to sentencing, defendant were to commit an act, or the USAO

1 were to discover a previously undiscovered act committed by defendant
2 prior to signing this agreement, which act, in the judgment of the
3 USAO, constituted obstruction of justice within the meaning of
4 U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set
5 forth in that section and to argue that defendant is not entitled to
6 a downward adjustment for acceptance of responsibility under U.S.S.G.
7 § 3E1.1.

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

10 15. In consideration of defendant's extraordinary cooperation
11 with the investigation, the government agrees to a three-level
12 variance under Booker v. United States, 543 U.S. 220 (2005).
13 Defendant agrees not to seek, argue, or suggest in any way, either
14 orally or in writing, that the Court grant him a larger variance in
15 whole or in part based on extraordinary cooperation or acceptance of
16 responsibility. Defendant further agrees not to seek, argue, or
17 suggest in any way, either orally or in writing, that the Court grant
18 him any variance based on any claim relating to the loss amount,
19 including, but not limited to, any claim that the Sentencing
20 Guidelines overstate his culpability based on the calculation of loss
21 or that the loss is not correctly calculated.

22 16. Except as limited by paragraph 15, defendant reserves the
23 right to argue for a sentence outside the sentencing range
24 established by the Sentencing Guidelines based on the factors set
25 forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

26 WAIVER OF CONSTITUTIONAL RIGHTS

27 17. Defendant understands that by pleading guilty, defendant
28 gives up the following rights:

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

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

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

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

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

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

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

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

22 WAIVER OF APPEAL OF CONVICTION

23 18. Defendant understands that, with the exception of an appeal
24 based on a claim that defendant's guilty pleas were involuntary, by
25 pleading guilty defendant is waiving and giving up any right to
26 appeal defendant's convictions on the offenses to which defendant is
27 pleading guilty.

28

1 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2 19. Defendant agrees that, provided the Court imposes a total
3 term of imprisonment on all counts of conviction of no more than 37
4 months' imprisonment, defendant gives up the right to appeal all of
5 the following: (a) the procedures and calculations used to determine
6 and impose any portion of the sentence; (b) the term of imprisonment
7 imposed by the Court; (c) the fine imposed by the Court, provided it
8 is within the statutory maximum; (d) the amount and terms of any
9 restitution order, provided it requires payment of no more than
10 \$1,072,618; (e) the term of probation or supervised release imposed
11 by the Court, provided it is within the statutory maximum; and
12 (f) any of the following conditions of probation or supervised
13 release imposed by the Court: the conditions set forth in General
14 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing
15 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and any
16 additional conditions of probation or supervised release agreed to by
17 defendant in paragraph two of this plea agreement.

18 20. The USAO agrees that, provided (a) all portions of the
19 sentence are at or below the statutory maximum specified above and
20 (b) the Court imposes a term of imprisonment of no less than 30
21 months' imprisonment, the USAO gives up its right to appeal any
22 portion of the sentence, with the exception that the USAO reserves
23 the right to appeal the amount of restitution ordered if that amount
24 is less than \$1,072,618.

25 RESULT OF WITHDRAWAL OF GUILTY PLEA

26 21. Defendant agrees that if, after entering guilty pleas
27 pursuant to this agreement, defendant seeks to withdraw and succeeds
28 in withdrawing defendant's guilty pleas on any basis other than a

1 claim and finding that entry into this plea agreement was
2 involuntary, then (a) the USAO will be relieved of all of its
3 obligations under this agreement; and (b) should the USAO choose to
4 pursue any charge that was either dismissed or not filed as a result
5 of this agreement, then (i) any applicable statute of limitations
6 will be tolled between the date of defendant's signing of this
7 agreement and the filing commencing any such action; and
8 (ii) defendant waives and gives up all defenses based on the statute
9 of limitations, any claim of pre-indictment delay, or any speedy
10 trial claim with respect to any such action, except to the extent
11 that such defenses existed as of the date of defendant's signing this
12 agreement.

13 EFFECTIVE DATE OF AGREEMENT

14 22. This agreement is effective upon signature and execution of
15 all required certifications by defendant, defendant's counsel, and an
16 Assistant United States Attorney.

17 BREACH OF AGREEMENT

18 23. Defendant agrees that if defendant, at any time after the
19 effective date of this agreement, knowingly violates or fails to
20 perform any of defendant's obligations under this agreement ("a
21 breach"), the USAO may declare this agreement breached. All of
22 defendant's obligations are material, a single breach of this
23 agreement is sufficient for the USAO to declare a breach, and
24 defendant shall not be deemed to have cured a breach without the
25 express agreement of the USAO in writing. If the USAO declares this
26 agreement breached, and the Court finds such a breach to have
27 occurred, then: (a) if defendant has previously entered guilty pleas
28 pursuant to this agreement, defendant will not be able to withdraw

1 the guilty pleas, and (b) the USAO will be relieved of all its
2 obligations under this agreement.

3 24. Following the Court's finding of a knowing breach of this
4 agreement by defendant, should the USAO choose to pursue any charge
5 that was either dismissed or not filed as a result of this agreement,
6 then:

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

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

15 c. Defendant agrees that: (i) any statements made by
16 defendant, under oath, at the guilty plea hearing (if such a hearing
17 occurred prior to the breach); (ii) the agreed to factual basis
18 statement in this agreement; and (iii) any evidence derived from such
19 statements, shall be admissible against defendant in any such action
20 against defendant, and defendant waives and gives up any claim under
21 the United States Constitution, any statute, Rule 410 of the Federal
22 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
23 Procedure, or any other federal rule, that the statements or any
24 evidence derived from the statements should be suppressed or are
25 inadmissible.

26 COURT AND PROBATION OFFICE NOT PARTIES

27 25. Defendant understands that the Court and the United States
28 Probation Office are not parties to this agreement and need not

1 accept any of the USAO's sentencing recommendations or the parties'
2 agreements to facts or sentencing factors.

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

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

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NO ADDITIONAL AGREEMENTS

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

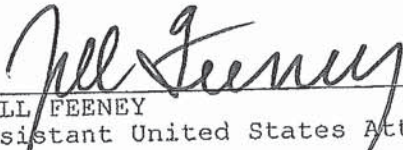
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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


EILEEN M. DECKER
United States Attorney



JILL FEENEY
Assistant United States Attorney

11-29-16


Date



KENNETH GREENLINGER
Defendant

11-21-16

Date



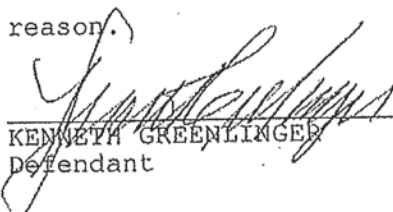
MARC S. HARRIS
Attorney for Defendant
KENNETH GREENLINGER

11/22/16

Date

CERTIFICATION OF DEFENDANT

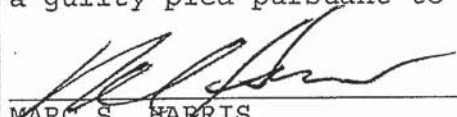
1
2 I have read this agreement in its entirety. I have had enough
3 time to review and consider this agreement, and I have carefully and
4 thoroughly discussed every part of it with my attorney. I understand
5 the terms of this agreement, and I voluntarily agree to those terms.
6 I have discussed the evidence with my attorney, and my attorney has
7 advised me of my rights, of possible pretrial motions that might be
8 filed, of possible defenses that might be asserted either prior to or
9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
10 of relevant Sentencing Guidelines provisions, and of the consequences
11 of entering into this agreement. No promises, inducements, or
12 representations of any kind have been made to me other than those
13 contained in this agreement. No one has threatened or forced me in
14 any way to enter into this agreement. I am satisfied with the
15 representation of my attorney in this matter, and I am pleading
16 guilty because I am guilty of the charges and wish to take advantage
17 of the promises set forth in this agreement, and not for any other
18 reason.)

19
20 
KENNETH GREENLINGER
Defendant

11-21-16
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

1
2 I am KENNETH GREENLINGER'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 his rights, of possible
5 pretrial motions that might be filed, of possible defenses that might
6 be asserted either prior to or at trial, of the sentencing factors
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
8 provisions, and of the consequences of entering into this agreement.
9 To my knowledge: no promises, inducements, or representations of any
10 kind have been made to my client other than those contained in this
11 agreement; no one has threatened or forced my client in any way to
12 enter into this agreement; my client's decision to enter into this
13 agreement is an informed and voluntary one; and the factual basis set
14 forth in this agreement is sufficient to support my client's entry of
15 a guilty plea pursuant to this agreement.

16
17 
18 _____
MARC S. HARRIS
Attorney for Defendant
KENNETH GREENLINGER

11/22/16
Date

Exhibit A



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

KENNETH GREENLINGER,

Defendant.

CR No. 16-

I N F O R M A T I O N

[18 U.S.C. § 1347: Health Care Fraud; 18 U.S.C. § 2(b): Causing an Act to be Done]

The United States Attorney charges:

[18 U.S.C. §§ 1347 and 2(b)]

A. INTRODUCTORY ALLEGATIONS

1. From about 1995 to the date of this Information, defendant KENNETH GREENLINGER ("defendant GREENLINGER") has been the owner and operator of Valley Home Medical Supply Company ("Valley Home"), a supplier of durable medical equipment ("DME") and other medical services and supplies, located in Canoga Park, Los Angeles County, California, within the Central District of California.

2. Prior to January 1, 2008, defendant GREENLINGER executed and submitted an application to Medicare to obtain a Medicare provider number for Valley Home.

JF:GSC

1 enabling the DME company to submit claims to Medicare for services
2 and supplies provided to Medicare beneficiaries.

3 g. From in or about October 2006 through the date of
4 this Information, Noridian Administrative Services processed and paid
5 Medicare DME claims in Southern California.

6 h. In order to bill Medicare for DME it provided to a
7 beneficiary, a DME provider was required to submit a claim (Form
8 1500). Medicare required claims to be truthful, complete, and not
9 misleading. In addition, when a claim was submitted, the provider
10 was required to certify that the services or supplies covered by the
11 claim were actually provided and were medically-necessary.

12 i. Most DME providers, including Valley Home, submitted
13 their claims electronically pursuant to an agreement with Medicare
14 that electronic claims submitted would be accurate, complete, and
15 truthful.

16 j. Medicare required a claim for payment to set forth,
17 among other things, the respective beneficiary's name and HICN, the
18 type of DME provided to the beneficiary, the date the DME was
19 provided, and the name and unique physician identification number or
20 national provider identifier of the physician who prescribed or
21 ordered the DME.

22 k. Medicare paid DME providers only for DME that was
23 medically-necessary to the treatment of a beneficiary's illness or
24 injury, was prescribed by a beneficiary's physician, and was provided
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1 in accordance with Medicare regulations and guidelines that governed
2 whether a particular item or service would be paid by Medicare.

3 B. THE SCHEME TO DEFRAUD

4 4. Beginning in or about January 2008, and continuing through
5 in or about April 2015, in Los Angeles County, within the Central
6 District of California, and elsewhere, defendant GREENLINGER
7 knowingly, willfully, and with intent to defraud, executed, and
8 attempted to execute, a scheme and artifice: (a) to defraud a health
9 care benefit program, namely, Medicare, as to material matters in
10 connection with the delivery of, and payment for, health care
11 benefits, items, and services; and (b) to obtain money from Medicare
12 by means of materially false and fraudulent pretenses and
13 representations and the concealment of material facts in connection
14 with the delivery of, and payment for, health care benefits, items,
15 and services.

16 C. MEANS TO ACCOMPLISH SCHEME TO DEFRAUD

17 5. The fraudulent scheme operated in substance as follows:

18 a. Defendant GREENLINGER would enter claims with false
19 and fraudulent information into Valley Home's billing system, knowing
20 that they would be submitted to Medicare for reimbursement.
21 Specifically, the claims were for DME and other medical products that
22 were not actually delivered.

23 b. Defendant GREENLINGER then submitted, and caused the
24 submission, of these false and fraudulent claims to Medicare for DME
25

1 and other medical products, knowing that the beneficiaries did not
2 receive the products.

3 c. When beneficiaries complained that Medicare had been
4 billed for DME and other medical products that they had not, in fact,
5 received, defendant GREENLINGER lulled them and attempted to conceal
6 his scheme to defraud by claiming that it was a billing error and
7 reversing the charges to Medicare.

8 D. EXECUTIONS OF THE SCHEME TO DEFRAUD

9 6. On or about the dates set forth below, within the Central
10 District of California and elsewhere, defendant GREENLINGER for the
11 purpose of executing and attempting to execute the fraudulent scheme
12 described above, knowing that the DME or other medical products for
13 which payment was sought had not been provided, knowingly and
14 willfully caused to be submitted to Medicare for payment the

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1 following false and fraudulent claims purportedly for DME and other
 2 medical products:

3 COUNT	BENEFICIARY	CLAIM NUMBER	DATE CLAIM SUBMITTED	AMOUNT CLAIMED
4 ONE	Y.S.	114122824410000	May 2, 2014	\$133.99
5 TWO	N.J.	115034827207000	February 3, 2015	\$177.98

7
 8 EILEEN M. DECKER
 9 United States Attorney

10
 11 LAWRENCE S. MIDDLETON
 12 Assistant United States Attorney
 13 Chief, Criminal Division

14 GEORGE S. CARDONA
 15 Assistant United States Attorney
 16 Chief, Major Frauds Section

17 JILL FEENEY
 18 Assistant United States Attorney
 19 Deputy Chief, Major Frauds Section
 20
 21
 22
 23
 24
 25

CERTIFICATE OF SERVICE

I, YENI GOMEZ, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction the service by mail described in this Certificate was made; that on November 30, 2016 I deposited in the United States mail at the United States Courthouse in the above-titled action, in an envelope bearing the requisite postage, a copy of: PLEA AGREEMENT FOR DEFENDANT KENNETH GREENLINGER

service was:

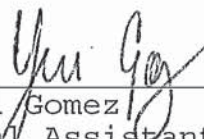
- Placed in a closed envelope for collection and inter-office delivery, addressed as follows:
- Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:

Marc Harris
Scheper Kim & Harris LLP
601 West Fifth St., 12th Floor
Los Angeles, CA 90071-2025

- By courier pick-up, addressed as follows:
- By facsimile, as follows:
- By messenger, as follows:
- By electronic mail, as follows:

at their last known address, at which place there is a delivery service by United States mail.

This Certificate is executed on November 30, 2016 at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.



Yeni Gomez
Legal Assistant