UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION

UNITED STATES OF AMERICA	)	
	)	**Case No.**
	)	
v.	)	**21 U.S.C. §§ 841(a)(1) and (b)(1)(C)**
	)	**18 U.S.C. § 1349**
SHELINDER AGGARWAL	)	**18 U.S.C. § 853**
***aka* SHAUN AGGARWAL**	)	**18 U.S.C. § 982(a)(7)**

PLEA AGREEMENT

The United States of America and the defendant, **SHELINDER AGGARWAL, *aka* Shaun Aggarwal** (the "Parties"), hereby acknowledge the following plea agreement, with stipulated sentence in this case:

PLEA

The defendant agrees to **(a)** plead guilty to **COUNTS ONE** and **TWO** of the Information filed in the above-numbered and captioned matter and **(b)** forfeit real property and monies as follows and as discussed subsequently in this agreement: (i) real property located at 808 Turner Street SW, Huntsville, AL 35801, held in the name of A & B Properties, LLC, as set forth in Sections II and XIV; and (ii) an amount of $6,684,120.30, as set forth in Sections II and XIV; and (iii) various assets, valued in terms of United States Currency, as set forth in Sections II and XIV. In exchange, the United States Attorney, acting on behalf of the United States (the

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"government" or "United States") and through the undersigned Assistant United States Attorneys, pursuant to Rule 11(c)(1)(A), Fed.R.Crim.P., agrees **(a)** not to charge the defendant, and at the request of the defendant and following review of the evidence, not to charge the defendant's wife, Anju Giroti, and his mother-in-law, Santosh Giroti, with committing any federal criminal offenses currently known to the United States Attorney's Office for the Northern District of Alabama; and **(b)** to recommend to the Attorney General that any forfeited monies, or the proceeds from the sale of any forfeited properties, be applied to any restitution obligation imposed upon the defendant in this case. The Parties understand that any such application or other decision concerning remission or restoration of any funds is wholly within the discretion of the Attorney General or her designee, and that the government is making no representation concerning what, if any, decision the Attorney General or her designee may or will reach concerning this issue. The Parties understand and agree that the remission and restoration processes are completely independent of the case-settlement process. **Further**, pursuant to Rule 11(c)(1)(C), Fed.R.Crim.P., both Parties agree that the appropriate custodial sentence in this case is **180 months** and that the above-described forfeiture is due to be ordered by the Court.

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TERMS OF THE AGREEMENT

I. MAXIMUM PUNISHMENT

The defendant understands that the maximum statutory punishment that may be imposed for the crime of prescribing and dispensing controlled substances, in violation of Title 21, United States Code, Section 841(a)(1) and (b)(1)(C), as charged in **COUNT ONE**, is:

a. Imprisonment for not more than 20 years;

b. A fine of not more than $1,000,000;

c. Both (a and b);

d. Supervised release of not less than 3 years; and

e. A special assessment fee of $100 per count, due at sentencing.

The defendant further understands that the maximum statutory punishment that may be imposed for the crime of conspiring to commit health care fraud, in violation of Title 18, United States Code, Sections 1349 and 1347, as charged in **COUNT TWO**, is:

a. Imprisonment for not more than 10 years;

b. A fine of not more than $250,000;

c. Both (a and b);

d. Supervised release of not more than 3 years; and

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e. A special assessment fee of $100 per count, due at sentencing.

II. FACTUAL BASIS FOR PLEA

The government is prepared to prove, at a minimum, the following facts at the trial of this case:

At all times relevant to the Information, the defendant, Shelinder Aggarwal, *aka* Shaun Aggarwal, was a doctor of pain management who operated a medical business known as "Chronic Pain Care Services, Inc." ("CPCS"), located at 808 Turner Street SW, Huntsville, Alabama, 35801. At CPCS, Aggarwal provided pain management services to patients, including by prescribing controlled substances and performing urine drug tests. He was licensed by the Alabama Board of Medical Examiners ("ABME") to practice medicine in the state of Alabama, and was authorized by the ABME and Drug Enforcement Administration ("DEA") to prescribe Schedules II to V controlled substances as defined by the Controlled Substances Act ("CSA"), Title 21, United States Code, Section 801, *et seq*. On March 20, 2013, the ABME suspended Aggarwal's license to practice medicine because there was "imminent danger to the public health or safety." On April 15, 2013, Aggarwal voluntarily surrendered his DEA certificate to prescribe controlled substances. On July 17, 2013, the ABME accepted Aggarwal's voluntary surrender of his certificate to prescribe controlled

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substances and his license to practice medicine in the state of Alabama, which he surrendered while under investigation.

1. Prescribing Without a Legitimate Medical Purpose

Like many pain management doctors, Aggarwal had a DEA Registration Number, which authorized him to prescribe controlled substances in Schedules II through V. Under the CSA, controlled substances are assigned to one of five schedules – Schedule I, II, III, IV, or V – depending on their potential for abuse, likelihood of physical or psychological dependency, accepted medical use, and accepted safety for use under medical supervision. A substance listed on Schedule I has a higher abuse potential than a substance on Schedule II. The abuse potential decreases as the Schedule numbers increase. Title 21, Code of Federal Regulations, Section 1306.04(a) states that a valid prescription for a controlled substance must be issued for a legitimate medical purpose by an individual practitioner acting in the usual course of his professional practice. A prescription not issued in the usual course of professional practice, or in legitimate and authorized research, is not a prescription within the meaning and intent of Section 309 of the CSA (21 U.S.C. § 829), and the person knowingly issuing it shall be subject to the penalties provided for violations of the provisions of law relating to controlled substances.

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Despite some aspects of legitimate medical practice at CPCS, Aggarwal ran what was, in essence, a "pill mill," that is, an operation in which he prescribed controlled substances without a legitimate medical purpose. The Prescription Drug Monitoring Program (PDMP) for Alabama is a program developed to protect individuals by preventing the diversion, abuse, and misuse of medications classified as controlled substances under the Alabama Uniform Controlled Substances Act. *See* Ala. Code § 20-2-210. Anyone in Alabama who dispenses a Schedule II, III, IV, or V controlled substances is required, by law, to report the dispensing of these drugs to the database. *See* Ala. Code § 20-2-213(a), (b)(3). The PDMP shows that in a one year period, between January 1, 2012 and December 31, 2012, Alabama pharmacies filled approximately 110,013 prescriptions for controlled substances, prescribed by Aggarwal. If he worked 260 days (the average number of working days in a year) during 2012, Aggarwal would have been writing approximately 423 prescriptions a day in order to reach 110,013. Patients received prescriptions either during office visits with Aggarwal, or monthly refill pickups when patients did not see Aggarwal. Assuming his office was issuing prescriptions 260 days a year and patients received three prescriptions per patient, approximately 144 patients a day would have received prescriptions. Those prescriptions resulted in approximately 12,313,984 pills of

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Schedule II through IV controlled substances being dispensed to his patients during the same time period.

The PDMP further reflects that in the same period, between January 1, 2012 and December 31, 2012, Aggarwal was the highest prescriber of controlled substances filled in the state of Alabama. The next highest prescriber wrote approximately a third as many prescriptions. Further, Medicare data shows that in the same period, between January 1, 2012 and December 31, 2012, Aggarwal was the highest prescriber of Schedule II controlled substances under Medicare in the entire United States.

Aggarwal regularly wrote multiple prescriptions for high doses of Schedule II, III and IV controlled substances. Some of these prescriptions were diverted and/or abused by drug traffickers and addicts. Further, he often prescribed to patients known dangerous combinations or "dangerous cocktails" of opioids (*e.g.*, oxycodone, methadone) and benzodiazepines (*e.g.*, Xanax), *i.e.*, a drug combination that has a high incidence of accidental overdose deaths.

Multiple aspects of Aggarwal's practice further point to the operation of a pill mill.

a) In 2012, approximately 80 to 145 patients a day were seen in Aggarwal's office. (Aggarwal was the sole physician at CPCS, was responsible for the plan of care of all patients, and saw the majority of the patients. A nurse practitioner saw a minority of the patients, who also received prescriptions

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written by Aggarwal. Aggarwal also hired a certified medical assistant who sometimes met with patients before Aggarwal saw them.) Many of Aggarwal's patients were part of a "VIP" program whereby patients paid $500 to $600 a year to obtain same day appointments if they failed to show up for, or did not have a scheduled appointment.

b) A patient's initial visit consisted of a cursory interview and superficial physical exam and no testing other than a urine drug test. Initial visits typically lasted five minutes or less. A patient's follow-up visit consisted of limited conversation and no physical exam or testing other than a urine drug test, and typically lasted two minutes or less.

c) He documented patient examinations that were not conducted.

d) He did not obtain medical records from patients' other medical providers and relied simply on what patients told him in terms of their medical histories and physical conditions.

e) He did not treat patients with anything other than controlled substances. For instance, he did not refer patients for physical therapy or pursue other therapies.

f) He often asked patients what medications they wanted, and wrote prescriptions for the requested controlled substances.

g) He prescribed controlled substances to patients who admitted to using illegal drugs, as well as patients whose urine drug tests showed the presence of illegal drugs and the absence of prescribed drugs.

h) He did not take appropriate measures to ensure that patients did not divert or abuse controlled substances. For instance, he did not require patients to undergo random urine drug tests (patients instead underwent scheduled tests); as set out below, did not utilize the results of tests in patients' treatment; and did not routinely review patients' prescription history in the PDMP to ensure they were not diverting or abusing controlled substances. Further, he did not change CPCS procedures even when he learned that patients overdosed, patients attempted to falsify the results of urine tests, patients' family members complained that patients were abusing

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controlled substances, and patients engaged in drug deals in the parking lot.

i) Patients at CPCS had multiple red flags to indicate that they were seeking drugs for diversion or abuse purposes, which Aggarwal ignored. In addition to those referenced above – aberrant urine drug test results and admitted abuse of controlled substances – they included many of his patients travelling from far distances to see him, being members of the same family, being young, being unemployed, and paying for his services in cash.

More specifically with respect to **Count One**, the government can further establish that on July 9, 2012, an individual with the initials J.M. met with Aggarwal at CPCS for an initial doctor visit, and that Aggarwal knowingly and intentionally prescribed controlled substances, including methadone, to him without a legitimate medical purpose and outside the scope of professional practice. The entire visit, was captured on video, and lasted approximately five minutes. During the visit, Aggarwal observed that J.M. was "young," that J.M. was paying Aggarwal $1,200 (the VIP fee, plus office visit fee) for the visit, which Aggarwal acknowledged was "a lot of money." Asked by Aggarwal what he did to make money, J.M. stated that he borrowed the money, and later went on to note that his father was a patient of Aggarwal's as well. Early in the visit, Aggarwal stated to J.M. that the DEA was watching him "like a hawk" and thought he was the "biggest pill-pusher in North Alabama," that he had a lot of patients "under 30" "dropping like flies, they are all dying" due to drug overdoses, that he had "two to three

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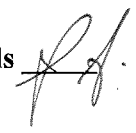
[patient] deaths every week," but had become "numb to it." In response to a question from Aggarwal, J.M. stated that he has been an active crystal meth user for the past 10 years and as of the date of the visit, was "not clean." Aggarwal then stated "legally I am not supposed to treat you if you mention that you have a drug addiction, so I am not going to mention it" in J.M.'s patient file. Aggarwal further informs J.M. that 60% to 70% of his VIP self-pay patients were getting kicked out of his practice for failing drug tests, and observed that they are getting kicked out while he is making all the money. At that point, Aggarwal asks J.M. what prescriptions he wants and what dosage. Aggarwal then wrote J.M. prescriptions for – **(a)** methadone (50mg a day), a Schedule II substance, **(b)** Lortab (hydrocodone) (30mg a day), which as of the date of J.M.'s visit, was classified as a Schedule III controlled substance (but is currently classified as Schedule II), and **(c)** Xanax (4mg a day) (a benzodiazepine), a Schedule IV substance. As noted, methadone and Xanax are a known "dangerous cocktail." Further, Aggarwal wrote the prescriptions before conducting a superficial physical exam that involved J.M. standing and bending. Aggarwal then handed J.M. the prescription and dictated into a recorder his summary of the visit, including physical exam elements that he did not perform. The government can further establish that Aggarwal did not obtain

Defendant's Initials 

J.M.'s prior medical records, did not refer J.M. to an addiction specialist (despite J.M.'s admission of illegal drug use), ignored J.M.'s aberrant urine drug tests showing the possible presence of crystal methamphetamine and absence of a documented current medication of methadone, and ignored other risk factors including J.M.'s age (26 years) and distance traveled to see Aggarwal (approximately an hour).

Although not charged in the Information, the government can establish, at least by a preponderance of the evidence, that on or about June 5, 2012, approximately a month prior to the visit with J.M., Aggarwal prescribed high doses of controlled substances to a patient with the initials A.W., which resulted in A.W.'s death two days later (June 7, 2012), of accidental multiple drug toxicity. On or about June 5, 2012, Aggarwal prescribed to A.W. high dosages of methadone (40mg a day) and oxycodone (120mg a day) (both opioids), as well as a high dosage of Xanax (6mg a day) (a benzodiazepine). Aggarwal wrote those prescriptions even though **(a)** he knew that opioids and benzodiazepines are a known "dangerous cocktail," insofar as that combination has a high incidence of accidental overdose deaths; **(b)** he knew A.W. had been in jail for four months prior, and was thus likely opiate naïve (*i.e.*, would not have a tolerance to opiates); **(c)** A.W.'s urine drug

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screen showed no opiates were present further indicating he was opiate naïve (although it showed the presence of ethanol (alcohol), barbiturates, and amphetamines); **(d)** A.W.'s PDMP reflected that A.W. had been doctor shopping, which Aggarwal would have seen if he had reviewed the PDMP. At his death, A.W.'s toxicology results (confirmed using gas chromatography and mass spectrometry testing) showed there were no illegal drugs in his system, only drugs – methadone and oxycodone – prescribed by Aggarwal, which testimony would confirm, was at levels consistent with the drugs taken as prescribed.

2. Billing for Unreasonable and Unnecessary Urine Drug Screens

Aggarwal was a provider under the Medicare Program ("Medicare") and Blue Cross Blue Shield of Alabama ("BCBSAL") insurance coverage programs, which are both "health care benefit programs" as defined by Title 18, United States Code, Section 24(b). Medicare and BCBSAL cover benefits for, among other things, doctor and laboratory services, such as urine drug tests, as long as they are reasonable and necessary.

Medicare is a federal health care program providing benefits to persons who are over the age of 65 or disabled, and is administered by the United States Department of Health and Human Services ("HHS") through its agency, the

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Centers for Medicare & Medicaid Services ("CMS"). In Alabama, CMS contracted with Cahaba Government Benefits Administrators ("Cahaba GBA") to receive, adjudicate, process and pay Medicare claims submitted to it for certain items and services, including those relating to laboratory services, including urine drug tests. Aggarwal enrolled as a Medicare provider on or about May 4, 2006, and was assigned a provider number, referred to as an NPI, which was to be used in submitting claims for payment. By becoming a participating provider in Medicare, enrolled providers, including Aggarwal, agreed to abide by the policies and procedures, rules, and regulations governing reimbursement. To receive Medicare funds, enrolled providers, including Aggarwal, were required to abide by all the provisions of the Social Security Act, the regulations promulgated under the Act, and the applicable policies, procedures, rules, and regulations issued by CMS and its authorized agents and contractors. Health care providers, including Aggarwal, were given and provided with online access to Medicare manuals and services bulletins describing proper billing procedures and billing rules and regulations. Health care providers, including Aggarwal, could only submit claims to Medicare for medical services that were reasonable and medically necessary. In addition, the Medicare Claims Processing Manual stated that a provider could

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not impose any limitations with respect to care and treatment of Medicare beneficiaries that it did not impose on all other persons seeking treatment. *See* Medicare Claims Processing Manual, Chapter 1, General Billing Requirements § 30.1.3.

BCBSAL is a private insurance company providing medical insurance in the state of Alabama. To provide and bill for laboratory services, Aggarwal entered into a Preferred Physician Laboratory Agreement with BCBSAL on or about August 14, 2008. Pursuant to that agreement, Aggarwal agreed to provide only those laboratory services that were medically necessary, meaning that they were, among other things, appropriate and necessary for the symptoms, diagnosis, or treatment of the member's medical condition, provided for the diagnosis or direct care and treatment of the member's medical condition, and within the standards of good medical practice accepted by the organized medical community. He further agreed to provide these services to each BCBSAL member in the same manner and in accordance with the same standards as for his other patients.

Payments under Medicare and BCBSAL were often made directly to a provider of the goods or services, rather than to a Medicare beneficiary or

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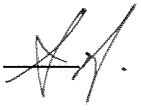
BCBSAL member. This occurred when the provider submitted the claim to Medicare and BCBSAL for payment, either directly or through a billing company. To submit a claim, providers submitted a claim form, often electronically, that was required to set forth information such as the beneficiary and/or member's name, the date the services were provided, the cost of the services, and the name and identifying information (*e.g.*, NPI) of the physician or other health care provider who ordered the services.

Part of the practice of pain management involves the testing of patients' urine to monitor whether patients are taking prescribed drugs or taking or abusing drugs not prescribed, including illicit controlled substances. As noted, Medicare and BCBSAL both covered benefits for laboratory services, including urine drug tests if they are reasonably and necessary to a patient's treatment. Knowledge that a urine drug test for which a provider submitted a claim was not necessary or reasonable was a material fact to both Medicare and BCBSAL and would have influenced their decision to make payment to the provider.

Urine drug testing typically refers to a two-step process involving (a) screening, often referred to as urine drug screens ("UDS"), and typically performed using an "immunoassay" method; and (b) confirmation, performed

Defendant's Initials 

using chromatographic and mass spectrometric methods. Immunoassay testing detects the presence or absence of a drug or drug class according to a predetermined cutoff threshold. The advantages of immunoassays are their ability to concurrently test for multiple drug classes, provide rapid results and guide appropriate utilization of confirmatory testing. However, immunoassays are susceptible to false positives and false negatives. Thus, unexpected immunoassay results should be interpreted with caution and verified by confirmatory testing. Laboratory-based confirmation uses gas chromatography/mass spectrometry or liquid chromatography/tandem mass spectrometry (GC/MS or LC/MS) to identify a drug or confirm an immunoassay result.

Aggarwal required all of his insured patients to undergo two different expensive automated urine drug tests at every appointment, both performed at CPCS using the immunoassay method, which was performed with a laboratory machine referred to as a chemistry analyzer. Uninsured patients were treated also using immunoassay methodologies, but with a dip-stick type drug test called a "point of care" or "quick cup" test. Medicare and BCBSAL reimburse providers for testing conducted on a chemistry or other automated analyzer at a much higher rate than testing with the "point of care" or "quick cup" tests. For instance, the

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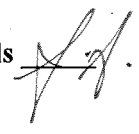
amounts that Aggarwal billed and was paid by Medicare and BCBSAL in 2011 through 2013 fluctuated. However, during that time period, for the first automated test, Aggarwal would sometimes (a) bill BCBSAL up to approximately $500, and be paid up to approximately $220; and (b) bill Medicare up to approximately $400, and be paid up to approximately $200. For the second automated test, Aggarwal would sometimes (a) bill BCBSAL up to approximately $550, and be paid up to approximately $330; and (b) bill Medicare up to approximately $600, and be paid up to approximately $300. BCBSAL and Medicare reimbursement rates for the "point of care" or "quick cup" tests were approximately $20.

Aggarwal required patients to undergo urine drug tests that were unreasonable and unnecessary insofar as they were **(a)** not tied to treatment of his patients, and **(b)** not used in treatment of his patients. Rather, Aggarwal's primary reason for testing patients' urine specimens, and submitting those claims for payment, was financial gain. Between on or about January 1, 2011 and on or about March 31, 2013, testing for urine drug tests (excluding LC/MS testing) accounted for approximately 80% of paid claims submitted by Aggarwal to Medicare and BCBSAL. For the same time period, the total amounts for urine

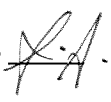
Defendant's Initials 

drug testing (excluding LC/MS testing) paid to Aggarwal by Medicare was $4,069,394 and by BCBSAL $5,456,332, for a total of $9,525,726.

The urine drug tests Aggarwal ordered and for which he submitted claims to Medicare and BCBSAL were not tied to and not used in patient treatment, insofar as the decision of whether or what type of test to order was not based on patients' health or treatment.

a) *First*, the type of urine drug test Aggarwal ordered depended on how much he could bill for it, and had no connection with the particulars of the patient's treatment. Aggarwal's insured patients were tested using the higher billing immunoassay method/chemistry analyzer. Uninsured patients were tested with the cheaper "point of care" or "quick cup" tests. Insured patients were not given the option of taking the "point of care" or "quick cup" tests, and uninsured patients were not given the option of taking the chemistry analyzer tests.

b) *Second*, the frequency with which patients received urine drug tests depended on whether Aggarwal could directly bill for the tests. Until he began directly billing for tests conducted on the chemistry analyzers, Aggarwal conducted urine drug tests on a randomized

Defendant's Initials 

basis. Randomized testing is generally accepted pain management practice and is important because it provides as little advance notice as possible to patients who might desire to falsify test results in order to conceal their diversion or abuse of controlled substances. On or about January 1, 2011, and on or about September 1, 2011, respectively, Aggarwal purchased two chemistry analyzers. Having put himself in a position to directly bill Medicare and BCBSAL for urine drug tests using higher paying billing codes, Aggarwal began ordering each insured patients' urine to be tested at every scheduled patient visit, as well as certain refill pick-ups.

c) *Third*, Aggarwal tested insured patients' urine regardless of patient history, test results, and need. CPCS staff were under standing orders to test the urine specimens of insured patients twice using the immunoassay method/chemistry analyzers. Both tests were conducted regardless of a patient's profile and medical history. The second test, the purpose of which was ostensibly to provide more precise information regarding the level of a drug in a patient's system, was conducted even if the results of the first test showed that

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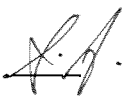
the drug in question was absent from the patient's system. Further, to the extent the results of the second automated test were more precise than the first automated test, the first test was unnecessary for treatment of his patients, since both were capable of giving rapid results.

d) *Fourth*, notwithstanding that one of the reasons to conduct initial urine drug tests, typically referred to as screens, is to obtain rapid results to inform the decision as to whether to provide patients with controlled substance prescriptions prior to receiving the results of confirmations, at CPCS, for insured patients, those initial tests were often run after the patients received their prescriptions.

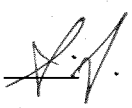
e) *Fifth*, Aggarwal did not review the results of all urine drug tests. Rather, he delegated that duty to an unlicensed and untrained staff member who Aggarwal had instructed to initial the results using Aggarwal's initials.

f) *Sixth*, Aggarwal often ignored aberrant urine drug tests, *i.e.*, test results showing that a patient tested positive for illicit or non-prescribed drugs, or tested negative for prescribed drugs. For

Defendant's Initials 

instance, patients with illegal drugs in their system were not referred to drug counseling or addiction treatment, even after multiple aberrant results. In some instances, such patients' dosages were increased.

More specifically, with respect to **Count Two**, which charges the defendant with engaging in a conspiracy to defraud health care programs in violation of Title 18, United States Code, Sections 1349 and 1347, beginning on or about January 1, 2011 and continuing through on or about March 31, 2013, Aggarwal knowingly and willfully conspired with others known and unknown to the United States, to knowingly and willfully execute a scheme and artifice to defraud Medicare and BCBSAL, using materially false and fraudulent pretenses, representations, and promises, in connection with the delivery and payment for health care benefits, items and services, in violation of Title 18, United States Code, Section 1347. It was the purpose and object of the conspiracy to unlawfully enrich Aggarwal and others known and unknown to the United States, by submitting false and fraudulent claims to Medicare and BCBSAL, for urine drug tests that were unreasonable and unnecessary, insofar as they were, as described above, not tied to, or used in, the treatment of patients. The manner and means by which Aggarwal and others known and unknown to the United States, sought to accomplish the purpose and

Defendant's Initials 

object of the conspiracy, was by conducting and billing for unreasonable and unnecessary urine drug tests as described above. Aggarwal knew of the unlawful purpose of the above-described plan and willfully joined in it.

Although the parties agree that a stipulated custodial sentence of 180 months is appropriate, Aggarwal acknowledges that the following information can be taken into account by Probation and the Court for purposes of calculating his sentencing guideline range. *First*, that in 2012, he prescribed controlled substances including oxycodone, such that after a conversion to marihuana as required by the Sentencing Guidelines, he prescribed over 90,000 KG of marihuana. *Second*, that as a physician he had a special skill as that term is defined by the Sentencing Guidelines and would not have been in a position to excessively dispense controlled substances but for his medical license. *Third*, that the loss amount for the conspiracy to commit health care fraud, as charged in Count Two, is $9,525,726. *Fourth*, that the conspiracy to commit health care fraud, as charged in Count Two involves a Federal health care offense involving a Government health care program, *i.e.*, Medicare. *Fifth*, that because it involved billing for urine drug tests that were not used in patient treatment, including prescribing to patients whose tests results showed the presence of illicit drugs or absence of prescribed drugs, the conspiracy

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to commit health care fraud, as charged in Count Two, involved the conscious or reckless risk of death or serious bodily injury.

3. Forfeiture

With respect to forfeiture, the United States can establish by a preponderance of the evidence, and the defendant in fact agrees, that the defendant used real property located at 808 Turner Street SW, Huntsville, AL 35801, held in the name of A & B Properties, LLC to facilitate the commission of the offenses charged in the Information and described above (particularly the offense charged in Count One of the Information), and that accordingly, the real property located at 808 Turner Street SW, Huntsville, AL 35801 is subject to forfeiture. Further, the United States can establish by a preponderance of the evidence, and the defendant in fact agrees, that the defendant's conspiracy to commit health care fraud, as charged in Count Two of the Information, generated at least $6,684,120.30 in gross proceeds, and that sum is thus subject to forfeiture from the defendant to the government. The Parties agree that this amount does not include $2,841,605.70, amounts that the defendant received as part of the conspiracy, but which he previously repaid to Medicare ($2,795,762.60) and BCBSAL ($45,843.10) following audits. (If the $2,841,605.70 were included, the total would be $9,525,726, the total loss amount

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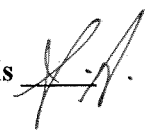
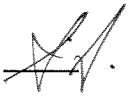
for the crime charged in Count Two). The Parties agree that the $6,684,120.30 sum includes amounts already in the United States' possession or subject to its control as follows: **(a)** amounts of $1,781,158.40 and $26,056.12, the contents of a BBVA Compass Bank account number ending in *7422, in the name of Anju Giroti; **(b)** the contents of a BBVA Compass Investment Solutions account ending in ****2964, in the name of Anju Giroti (valued, as of September 21, 2016, at approximately $1,341,341.78); **(c)** an amount of $1,098,322.79, from a Vanguard Group, Inc. investment account ending in ****0651, in the name of Anju Giroti; **(d)** an amount of $674,052, which the government obtained from Aggarwal on July 21, 2016; and **(e)** a check for the remainder of the forfeiture money judgment due, in an amount that the Parties estimate will be $1,763,189.21, made out from defendant to the United States Marshals Service and to be delivered to the government prior to the formal entry of a plea of guilty. The defendant agrees that each of these assets (a) – (e) represents gross proceeds of the conspiracy to commit health care fraud, as charged in Count Two of the Information, and that they are as such subject to forfeiture in their entirety.

Defendant's Initials 

4. Sentencing Guidelines

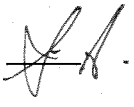
The defendant agrees that the guideline calculations, including enhancements, listed below are appropriate and are supported by the factual basis described above.

Defendant's Initials 

Guideline	Description	Levels
Count 1: 21 U.S.C. § 841(a) and (b)(1)(C)		
§ 2D1.1(a)(5) and (c)(1)	Base Offense Level - 90,000,000 grams (90,000 KG) of Marihuana/Cannabis, granulated, powdered, etc.	+38
§ 3B1.3	Abuse of Position of Trust/Use of Special Skill	+2
Count 2: 18 U.S.C. § 1349		
§ 2B1.1(a)(2)	Base Offense Level	+6
§ 2B1.1(b)(1)(J)	Loss amount: $9,525,726	+20
§ 2B1.1(b)(7)(B)(ii)	Defendant was convicted of a Federal health care offense involving a Government health care program	+3
§ 2B1.1(b)(15)	Offense involved the conscious or reckless risk of death or serious bodily injury	+2
Multiple Counts (Chapter 3D)		
§§ 3D1.1(a)(1), (a)(2) & 3D1.3	Group counts, apply highest offense level	40
	TOTAL OFFENSE LEVEL	40
§ 3E1.1	Acceptance of Responsibility	-3
	TOTAL ADJUSTED OFFENSE LEVEL	37

Venue for all the defendant's conduct lies in Madison County, Northern District of Alabama.

The defendant hereby stipulates that the facts stated above are substantially correct and that the Court can use these facts in calculating the

Defendant's Initials 

defendant's sentence. The defendant further acknowledges that these facts do not constitute all of the evidence of each and every act that the defendant and/or any co-conspirators may have committed.

SHELINDER AGGARWAL
***aka* Shaun Aggarwal**

III. COOPERATION BY DEFENDANT

The defendant agrees to waive the Fifth Amendment privilege against self-incrimination and to provide **TRUTHFUL AND COMPLETE INFORMATION** to the government concerning all aspects of the charged crimes, including, but not limited to, the defendant's role and participation in the offenses, as well as the roles and the participation of all other persons involved in these crimes of whom the defendant has knowledge. The defendant agrees to testify against all of those individuals at any time requested by the government, including at any Grand Jury proceeding, forfeiture proceeding, bond hearing, pretrial hearing, trial, retrial, or post-trial hearing. **ALL SUCH INFORMATION AND TESTIMONY SHALL BE TRUTHFUL AND HONEST AND WITH NO KNOWING MATERIAL FALSE STATEMENTS OR OMISSIONS.** The defendant waives any witness

Defendant's Initials _____

fees to which he otherwise may be entitled if he is subpoenaed to testify against any of his co-defendants or co-conspirators.

Further, the defendant agrees to provide assistance and cooperation to the government as defined and directed by the Federal Bureau of Investigations, or any other investigative agency or body as the United States Attorney for the Northern District of Alabama may authorize, which cooperation may include the defendant's periodic submission to a polygraph examination to determine the truthfulness and accuracy of the defendant's statements and information.

IV. MOTION PURSUANT TO FED. R. CRIM. P. 35

In the event that after sentencing, the defendant provides assistance that rises to the level of "substantial assistance," as that term is used in Fed. R. Crim. P. Rule 35, the United States agrees to file a motion requesting a downward departure in the defendant's sentence. The defendant agrees that the determination of whether defendant's conduct rises to the level of "substantial assistance" lies solely in the discretion of the United States. Furthermore, the defendant agrees that the decision as to the degree or extent of the reduced sentence requested, if any, also lies in the sole discretion of the United States. Any motion pursuant to Rule 35 will outline all material assistance provided by

Defendant's Initials _____

the defendant. The defendant understands that the Court will not be bound by the government's recommendation and may choose not to reduce the sentence at all.

V. SENTENCING (INCLUDING STIPULATED SENTENCE)

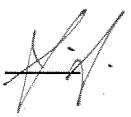
Pursuant to Rule 11(c)(1)(C), Fed.R.Crim.P., the parties stipulate that the appropriate disposition, **binding** on the Court if it accepts the plea agreement in this case, is:

a) A custodial sentence of 180 months.

b) Forfeiture as set forth in Section XIV of this plea agreement.

The Parties agree that the stipulated custodial sentence of 180 months accounts for any sentence reduction the government would have sought based on the defendant's provision of "substantial assistance," as that term is used in U.S.S.G. § 5K1.1.

The Parties acknowledge that this agreement does not affect any **discretion** that the Court may have under any appropriate statute to impose any other aspects of sentencing, including any lawful restitution, lawful fine or any lawful condition of probation or supervised release not otherwise stipulated to in this agreement. The defendant's sentence will also include the mandatory special assessment fees of $200 ($100 per count), said amount due and owing as of the date sentence is pronounced.

Defendant's Initials 

In the event that the Court rejects this plea agreement, either party may elect to declare the agreement null and void. Should the defendant so elect, the defendant will be afforded the opportunity to withdraw his guilty plea (and associated plea agreement), pursuant to the provisions of Federal Rule of Criminal Procedure 11(d)(2)(A).

VI. WAIVER OF RIGHT TO APPEAL AND POST-CONVICTION RELIEF

In consideration of the recommended disposition of this case, I, SHELINDER AGGARWAL, *aka* Shaun Aggarwal, hereby waive and give up my right to appeal my conviction and/or sentence in this case, as well as any fines, restitution, and forfeiture orders, the Court might impose. Further, I waive and give up the right to challenge my conviction and/or sentence, any fines, restitution, forfeiture orders imposed or the manner in which my conviction and/or sentence, any fines, restitution, and forfeiture orders were determined in any post-conviction proceeding, including, but not limited to, a motion brought under 28 U.S.C. § 2255.

The defendant reserves the right to contest in an appeal or post-conviction proceeding the following:

Defendant's Initials _____

a) **Any sentence imposed in excess of the applicable statutory maximum sentence(s);**

b) **Any sentence imposed in excess of the guideline sentencing range determined by the court at the time sentence is imposed; and**

c) **Ineffective assistance of counsel.**

The defendant acknowledges that before giving up these rights, the defendant discussed the Federal Sentencing Guidelines and their application to the defendant's case with the defendant's attorney, who explained them to the defendant's satisfaction. The defendant further acknowledges and understands that the government retains its right to appeal where authorized by statute.

I, SHELINDER AGGARWAL, *aka* Shaun Aggarwal, hereby place my signature on the line directly below to signify that I fully understand the foregoing paragraphs, and that I am knowingly and voluntarily entering into this waiver.

SHELINDER AGGARWAL
***aka* Shaun Aggarwal**

Defendant's Initials

VII. UNITED STATES SENTENCING GUIDELINES

The defendant's counsel has explained to the defendant, that in light of the United States Supreme Court's decision in United States v. Booker, the federal sentencing guidelines are **advisory** in nature. Sentencing is in the Court's discretion and is no longer required to be within the guideline range. The defendant agrees that, pursuant to this agreement, the Court may use facts it finds by a preponderance of the evidence to reach an advisory guideline range, and the defendant explicitly waives any right to have those facts found by a jury beyond a reasonable doubt.

VIII. AGREEMENT (IMPRISONMENT AND FOFEITURE) IS BINDING ON COURT

Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the stipulated sentence with respect to the defendant's term of imprisonment and forfeiture, as described in Section V **BINDS THE COURT ONCE THE COURT ACCEPTS THE PLEA AGREEMENT**. The defendant may withdraw his plea of guilty, pursuant to Fed. R. Crim. P. 11(d)(2), if the Court rejects the plea agreement under Rule 11(c)(5).

However, as to any other terms and conditions of the sentence, other than the term of imprisonment, the Parties fully and completely understand and agree that it is the Court's duty to impose sentence upon the defendant and that any sentence

Defendant's Initials _____

recommended by the Parties, is **NOT BINDING UPON THE COURT**, and that the Court need not accept any other recommendations. Further, the defendant understands that if the Court does not accept the Parties' recommendations as to any terms and conditions of the sentence other than the term of imprisonment, he does not have the right to withdraw his plea, other than the right previously addressed as to the term of imprisonment under Rule 11(d)(2).

IX. VOIDING OF AGREEMENT

The defendant understands that should the defendant move the Court to accept the defendant's plea of guilty in accordance with, or pursuant to, the provisions of North Carolina v. Alford, 400 U.S. 25 (1970), or tender a plea of *nolo contendere* to the charges, this agreement will become NULL and VOID. In that event, the United States will not be bound by any of the terms, conditions, or recommendations, express or implied, which are contained herein.

X. SUBSEQUENT CONDUCT

The defendant understands that should the defendant violate any condition of pretrial release or violate any federal, state, or local law, or should the defendant say or do something that is inconsistent with acceptance of responsibility, the United States will no longer be bound by its obligation to

Defendant's Initials 

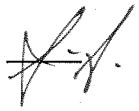
make the recommendations set forth in Section V of the Agreement, but instead, may make any recommendation deemed appropriate by the United States Attorney in her sole discretion.

XI. OTHER DISTRICTS AND JURISDICTIONS

The defendant understands and agrees that this agreement **DOES NOT BIND** any other United States Attorney in any other district, or any other state or local authority.

XII. COLLECTION OF FINANCIAL OBLIGATION

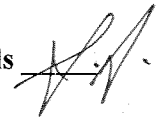
In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to fully disclose all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party. The defendant also will promptly submit a completed financial statement to the United States Attorney's Office, in a form that it provides and as it directs. The defendant also agrees that the defendant's financial statement and disclosures will be complete, accurate, and truthful. Finally, the defendant expressly authorizes the United States Attorney's Office to obtain a credit report on the defendant in order

Defendant's Initials 

to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

XIII. AGREEMENT REGARDING RELEVANT CONDUCT AND RESTITUTION

As part of the defendant's plea agreement, the defendant admits to the above facts associated with the charges and relevant conduct for any other acts. The defendant understands and agrees that the relevant conduct contained in the factual basis will be used by the Court to determine the defendant's range of punishment under the advisory sentencing guidelines. The defendant admits that all of the crimes listed in the factual basis are part of the same acts, scheme, and course of conduct. This agreement is not meant, however, to prohibit the United States Probation Office or the Court from considering any other acts and factors which may constitute or relate to relevant conduct. Additionally, if this agreement contains any provisions providing for the dismissal of any counts, the defendant agrees to pay any appropriate restitution to each of the separate and proximate victims related to those counts should there be any.

Defendant's Initials 

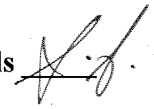
XIV. FORFEITURE

Based upon his plea of guilty to the offenses alleged in COUNTS ONE and TWO of the Information, the defendant consents to the immediate entry of an order forfeiting the following property to the government:

1. **Real property located at 808 Turner Street SW, Huntsville, AL 35801**, held in the name of A & B Properties, LLC, which the defendant acknowledges was used to facilitate the commission of the offense charged in COUNT ONE of the Information; and
2. A forfeiture money judgment against him in the amount of **$6,684,120.30**, which the defendant acknowledges constitutes or is derived from gross proceeds the defendant obtained, directly or indirectly, as a result of the offense alleged in COUNT TWO of the Information. The defendant further consents that the government can satisfy the money judgment by applying the following: **(a)** amounts of $1,781,158.40 and $26,056.12, the contents of a BBVA Compass Bank account number ending in *7422, in the name of Anju Giroti, which the defendant acknowledges is entirely made up of or is wholly derived from gross proceeds the defendant obtained, directly or indirectly, as a result of the offense alleged in COUNT TWO of the Information; **(b)**

Defendant's Initials _____

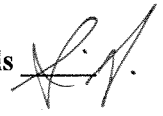
the contents of a BBVA Compass Investment Solutions account ending in ****2964, in the name of Anju Giroti (valued, as of September 21, 2016, at approximately $1,341,341.78), which the defendant acknowledges is entirely made up of or is wholly derived from gross proceeds the defendant obtained, directly or indirectly, as a result of the offense alleged in COUNT TWO of the Information; **(c)** an amount of $1,098,322.79, from a Vanguard Group, Inc. investment account ending in ****0651, in the name of Anju Giroti, which the defendant acknowledges is entirely made up of or is wholly derived from gross proceeds the defendant obtained, directly or indirectly, as a result of the offense alleged in COUNT TWO of the Information; **(d)** an amount of $674,052, which the government obtained from Aggarwal on July 21, 2016, which the defendant acknowledges is entirely made up of or is wholly derived from gross proceeds the defendant obtained, directly or indirectly, as a result of the offense alleged in COUNT TWO of the Information; and **(e)** a check for the remainder of the forfeiture money judgment due, in an amount that the Parties estimate will be $1,763,189.21, made out from the defendant to the United States Marshals Service, and to be delivered to the government prior to the

Defendant's Initials 

formal entry of a plea of guilty, which the defendant acknowledges is entirely made up of or is wholly derived from gross proceeds the defendant obtained, directly or indirectly, as a result of the offense alleged in COUNT TWO of the Information.

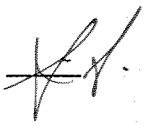
The Parties understand and agree to, and defendant consents to, the immediate forfeiture of all the above-listed assets. The Parties further agree that the government may take all steps necessary to immediately forfeit all proceeds of the defendant's charged crimes, including seeking a money judgment or forfeiting any real or personal property of any kind representing proceeds (including but not limited to property identified above and in the Information as proceeds). The Parties further agree that, upon entry of any final order of forfeiture concerning any asset listed in the immediately preceding paragraph 2(a)-(e), the government shall apply the value of such asset towards satisfaction of the $6,684,120.30. Further, the Parties agree that the government shall in good faith attempt to obtain a final order of forfeiture with respect to all assets listed in the immediately preceding paragraph 2(a)-(e) prior to seeking forfeiture of any substitute asset, including potential substitute assets listed in the Information.

Further, and subject to the Parties understanding set forth in the paragraph immediately preceding this one, for the purposes of satisfying any outstanding

Defendant's Initials 

portion of any money judgment not satisfied by forfeiture of property representing proceeds of the defendant's crimes, the defendant consents to the forfeiture of his interest in any and all other property belonging to him, including all property listed as potential substitute assets in the Information's forfeiture notice. With respect to the potential substitute assets listed in the Information, the defendant agrees that they are all forfeitable as substitute assets because acts or omissions of the defendant have resulted in criminal proceeds, up to the value of the outstanding money judgment, being disposed of such that they cannot be located upon the exercise of due diligence, have been transferred to or deposited with a third party, have been placed beyond the Court's jurisdiction, have been substantially diminished in value, and/or have been commingled with other property which cannot be divided without difficulty.

The defendant further agrees to waive all interest in any asset covered in this Plea Agreement in any administrative or judicial forfeiture proceeding, whether criminal or civil, state, or federal; agrees to take all steps requested by the government to pass clear title to the forfeitable assets to the government; and agrees to testify truthfully in any judicial forfeiture proceeding. The defendant also agrees to consent to the immediate entry of orders of forfeiture for any asset covered in this Plea Agreement and waives the requirements of the Federal Rules of Criminal Procedure, including Rules 32.2 and 43(a), regarding notice of the forfeiture in the

Defendant's Initials 

charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. The defendant acknowledges that he understands that the forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the court to advise him of this pursuant to the Federal Rules of Criminal Procedure at the time his guilty plea is accepted.

The defendant further agrees to waive all constitutional and statutory challenges of any kind (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including any Double Jeopardy argument or any argument that the forfeiture constitutes an excessive fine or punishment. The defendant acknowledges that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct. The defendant also hereby waives the requirements of Fed. R. Crim. P. 43(a) with respect to the imposition of any forfeiture sanction carried out in accordance with this Plea Agreement.

Non-Abatement of Criminal Forfeiture

The defendant agrees that the forfeiture provisions of this agreement are intended to, and will, survive him, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant

Defendant's Initials _____

had survived, and that determination shall be binding upon the defendant's heirs, successors, and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full. To the extent that forfeiture pursuant to this agreement requires the defendant to disgorge wrongfully obtained criminal proceeds for the benefit of the defendant's victims, the defendant agrees that the forfeiture is primarily remedial in nature.

XV. TAX AND OTHER CIVIL/ADMINISTRATIVE PROCEEDINGS

Unless otherwise specified herein, the defendant understands and acknowledges that this agreement does not apply to or in any way limit any pending or prospective proceedings related to defendant's tax liabilities, if any, or to any pending or prospective forfeiture or other civil or administrative proceedings.

The defendant recognizes that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and defendant understands that no one, including his attorney or the district court, can predict to a certainty the effect of his conviction on his immigration status. The defendant

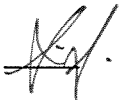
Defendant's Initials 

nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that her plea may entail, even if the consequence is his automatic removal from the United States.

XVI. DEFENDANT'S UNDERSTANDING

I have read and understand the provisions of this agreement consisting of **45 pages**. I have discussed the case and my constitutional and other rights with my lawyer. I am satisfied with my lawyer's representation in this case. I understand that by pleading guilty, I will be waiving and giving up my right to continue to plead not guilty, to a trial by jury, to the assistance of counsel at that trial, to confront, cross-examine, or compel the attendance of witnesses, to present evidence in my behalf, to maintain my privilege against self-incrimination, and to the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein.

NO OTHER PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME BY THE PROSECUTOR, OR BY ANYONE ELSE, NOR HAVE ANY THREATS BEEN MADE OR FORCE USED TO INDUCE ME TO PLEAD GUILTY.

Defendant's Initials  .

I further state that I have not had any drugs, medication, or alcohol within the past 48 hours except as stated here:

NONE

I understand that this Plea Agreement will take effect and will be binding as to the Parties only after all necessary signatures have been affixed hereto.

I have personally and voluntarily placed my initials on every page of this Agreement and have signed the signature line below to indicate that I have read, understand, and approve all of the provisions of this Agreement, both individually and as a total binding agreement.

9/21/16
DATE

SHELINDER AGGARWAL
aka Shaun Aggarwal
Defendant

Defendant's Initials

XVII. COUNSEL'S ACKNOWLEDGMENT

I have discussed this case with my client in detail and have advised my client of all of my client's rights and all possible defenses. My client has conveyed to me that my client understands this Agreement and consents to all its terms. I believe the plea and disposition set forth herein are appropriate under the facts of this case and are in accord with my best judgment. I concur in the entry of the plea on the terms and conditions set forth herein.

9/21/16
DATE

James Sturdivant/By RD
James Sturdivant
Defendant's Counsel

9/21/16
DATE

Ryan Daugherty
Defendant's Counsel

Defendant's Initials _____

XVI. GOVERNMENT'S ACKNOWLEDGMENT

I have reviewed this matter and this Agreement and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

JOYCE WHITE VANCE
United States Attorney

9/22/16
DATE

Chinelo Diké-Minor
Assistant United States Attorney

9/22/16
DATE

Russell Penfield /BY OM
Russell Penfield
Assistant United States Attorney

9/22/16
DATE

Thomas Borton
Assistant United States Attorney

Defendant's Initials _____