

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CONFORMED COPY
OF ORIGINAL FILED
LOS ANGELES SUPERIOR COURT

FEB 19 2010

JOHN A. CLARKE EXECUTIVE OFFICER/CLERK
BY: JOE WEINER DEPUTY

CASE NO. BA366007

THE PEOPLE OF THE STATE OF CALIFORNIA,
Plaintiff,
v.
01 PREMIER MEDICAL MANAGEMENT SYSTEMS,
INC., a California corporation
aka PREMIER MEDICAL MANAGEMENT
SYSTEM, INC.,
02 DAVID WAYNE FISH (08/18/1962), and
03 BIRGER GREG BACINO (04/01/1959)
Defendants.

FELONY COMPLAINT

The undersigned is informed and believes that:

COUNT 1

On or about March 15, 2006, in the County of Los Angeles, the crime of FALSE AND FRAUDULENT CLAIM, in violation of INSURANCE CODE SECTION 1871.4(a)(2), a Felony, was committed by PREMIER MEDICAL MANAGEMENT SYSTEMS, INC., a California corporation, also known as Premier Medical Management System, Inc., who did present and cause to be presented a knowingly false and fraudulent written material statement in support of a claim for compensation for the purpose of obtaining compensation as defined in Section 3207 of the Labor Code.

COUNT 2

On or about June 8, 2004, in the County of Los Angeles, the crime of FILING FALSE TAX RETURN, in violation of REVENUE & TAXATION CODE SECTION 19705(a), a Felony, was committed by PREMIER MEDICAL MANAGEMENT SYSTEMS, INC., a California corporation, also know as Premier Medical Management System, Inc., who did willfully and unlawfully file a false tax return with the intent to evade payment of taxes.

COUNT 3

On or about March 15, 2007, in the County of Los Angeles, the crime of COMPENSATION OR INDUCEMENT FOR REFERRAL CLIENTS, in violation of LABOR CODE SECTION 3215, a Felony, was committed by DAVID WAYNE FISH, who did acting individually or through employees or agents receive money or other consideration as compensation or inducement for referring clients or patients to obtain services or benefits under the State of California workers' compensation laws.

* * * * *

COUNT 4

On or about June 30, 2007, in the County of Los Angeles, the crime of COMPENSATION OR INDUCEMENT FOR REFERRAL CLIENTS, in violation of LABOR CODE SECTION 3215, a Felony, was committed by BIRGER GREG BACINO, who did acting individually or through employees or agents receive money or other consideration as compensation or inducement for referring clients or patients to obtain services or benefits under the State of California workers' compensation laws.

* * * * *

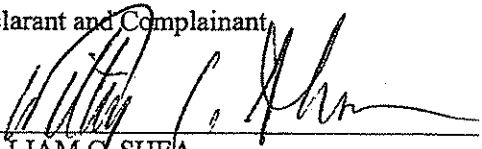
NOTICE: Conviction of this offense will require the defendant to provide DNA samples and print impressions pursuant to Penal Code sections 296 and 296.1. Willful refusal to provide the samples and impressions is a crime.

NOTICE: The People of the State of California intend to present evidence and seek jury findings regarding all applicable circumstances in aggravation, pursuant to Penal Code section 1170(b) and *Cunningham v. California* 2007 U.S. LEXIS 1324.

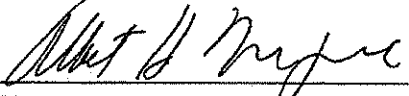
NOTICE: A Suspected Child Abuse Report (SCAR) may have been generated within the meaning of Penal Code §§ 11166 and 11168 involving the charges alleged in this complaint. Dissemination of a SCAR is limited by Penal Code §§ 11167 and 11167.5 and a court order is required for full disclosure of the contents of a SCAR.

Executed at LOS ANGELES, County of Los Angeles, on February 16, 2010.


ALBERT WONG
Declarant and Complainant


WILLIAM C. SHEA
Declarant and Complainant

.....
STEVE COOLEY, DISTRICT ATTORNEY

BY: 
ALBERT H. MACKENZIE,
Deputy District Attorney
Fraud Interdiction Program

AGENCY: California State I/O: ALBERT WONG ID NO.: 248 PHONE: (323) 278-5000
Dept of Insurance
DR NO.: 04CW013519 OPERATOR: CAC PRELIM. TIME EST.: 30 Days

AGENCY: Calif. State I/O: WILLIAM C. SHEA ID NO.: 0000 PHONE: (626) 858-0514
Franchise Tax Board
DR NO.: OPERATOR: CAC PRELIM. TIME EST.: 30 Days

<u>DEFENDANT</u>	<u>CH NO.</u>	<u>DOB</u>	<u>BOOKING NO.</u>	<u>BAIL RECOM'D</u>	<u>CUSTODY R'TN DATE</u>
PREMIER MEDICAL MANAGEMENT SYSTEMS, INC., a California corporation					
FISH, DAVID WAYNE	007857398	8/18/1962		OR	
BACINO, BIRGER GREG		4/1/1959		OR	

Pursuant to Penal Code Section 1054.5(b), the People are hereby informally requesting that defense counsel provide discovery to the People as required by Penal Code Section 1054.3.

1 Steve Cooley
District Attorney
2 By: Albert H. MacKenzie, Deputy District Attorney
State Bar # 049613
3 201 N. Figueroa Street, Suite 1500
Los Angeles, California 90012
4 Telephone (213) 580-3357

5 Attorneys for Plaintiff

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9
10 **PEOPLE OF THE STATE OF CALIFORNIA,**

11 Plaintiff,

Case No.: BA366007

PLEA AGREEMENT

12 vs.

13 **DAVID WAYNE FISH,**

14 Defendant.

Date: February , 2010

Time: 9:00 AM

Dept: 106

15
16 **TO: THE HONORABLE LARRY PAUL FIDLER, JUDGE OF THE**
17 **SUPERIOR COURT:**

18 The prosecution and the defense respectfully submit the following plea agreement for the
19 Court's consideration and approval as to defendant DAVID WAYNE FISH.

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PLEA AGREEMENT

I, DAVID WAYNE FISH, hereby agree to the following plea agreement in case number BA366007:

1. I will plead nolo contendere to the charge alleged in count 3 of the complaint of a violation of Labor Code section 3215 Referral of clients or patients for compensation.

2. Sentencing will occur no less than 120 days after the plea. I agree to be placed on formal probation for a period of 3 years under the following terms and conditions and also the penalties for a violation of Labor Code section 3215 that are contained in Labor Code section 3218.

3. The court will impose a fine of no more than \$10,000.00 plus penalty assessment and any other costs the court may impose, with the total of fines, costs, and assessments not to exceed a total of \$20,000.00.

4. I have already paid the sum of \$750,000.00 to the State of California Department of Insurance for their costs of investigation in this matter; already satisfying this condition of my probation.

5. I understand that Premier Medical Management Systems, Inc. ("Premier") will enter a nolo contendere plea to one count of making a False and Fraudulent Claim in violation is INSURANCE CODE SECTION 1872.4(a)(2) and one count of Filing a False Tax Return, in violation of REVENUE & TAXATION CODE SECTION 19705(a). Premier will submit a corporate resolution allowing it to enter the pleas to Counts 1 and 2 of the Complaint.

6. As a former officer of Premier, I will enter the plea on behalf of the corporation. I understand that this court will order Premier to pay the sum of \$600,000 to the State of California Franchise Tax Board for their cost of investigation, taxes owed, penalties and interest for tax fraud committed by Premier, as charged in Count 2 of the Complaint.

1 7. I understand that I may have civil liabilities to the State of California Franchise Tax
2 Board for taxes owed. I further understand that this plea agreement does not bind or apply to
3 the United States Department of Treasury Internal Revenue Service for any tax liability I may
4 also owe the federal government. I also understand that Premier Medical Management
5 Systems has tax liability to the Franchise Tax Board. I understand the Court will order me to
6 be liable to the Franchise Tax Board for an amount of unpaid taxes of up to \$390,000 (65
7 percent of \$600,000) as partial restitution. The amount not paid during my probation will be
8 enforceable against me as a civil judgment under Penal Code § 1214.
9

10 8. As a condition of probation, I agree to maintain schooling or employment as monitored
11 by probation, and to advise the District Attorney and the Court once a year as to the nature of
12 my employment .

13 9. I also agree to keep my attorney and the prosecution notified of my current address,
14 telephone numbers, and e-mail address so that I may be contacted as needed by them. I further
15 agree to appear for any interviews or court hearings without being formally served with a
16 subpoena.

17 10. I also agree to file my state and federal tax returns in a timely manner (subject to any
18 approved extension) and provide copies to the prosecution (and the court, if requested). I agree
19 to supply my tax returns within 30 days after the tax return due date. A failure to file tax
20 returns in a timely manner may be treated by the court as a violation of probation. I will not
21 receive any jail or prison time at the time of my sentencing. However, I understand that should
22 I be found in violation of the grant of probation I receive from the court I could be sentenced up
23 to three years in state prison.
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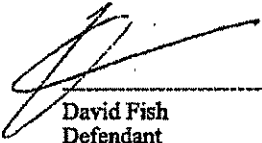
I be found in violation of the grant of probation I receive from the court I could be sentenced up to three years in state prison.

11. I further agree to provide a complete financial statement signed by me under penalty of perjury to both the court and to the prosecution prior to my sentencing and every year I am on probation.

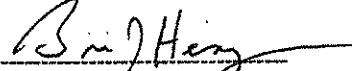
12. I confirm that I executed the Stipulation and Order for Disallowance and Dismissal with Prejudice of Request for the Allowance of Liens in the WCAB case, Yero v. CIGA, Case No. VNO 0406036. I understand and agree that my execution of that document is a principal reason why I am being given probation in this matter. Under the terms of that document, I waived any and all rights to any financial proceeds or other benefits from any Premier liens or bills that have been dismissed by my September 22, 2009 dismissal

13. My plea to Labor Code section 3215 and sentencing will be before the Honorable Larry Paul Fidler who previously issued a search warrant in this matter. Should Judge Fidler become unavailable to handle any issues in my case after I am placed on probation, I agree to any judge my attorney and the prosecutor agree to who may take over Judge Fidler's cases.

Dated this February ¹⁰ 5, 2010


David Fish
Defendant

Respectfully submitted,


Brian J. Hennigan
Attorney for Defendant
David Fish

Albert H. MacKenzie
Attorney for Plaintiff
Deputy District Attorney

1 Steve Cooley
District Attorney
2 By: Albert H. MacKenzie, Deputy District Attorney
State Bar # 049613
3 201 N. Figueroa Street, Suite 1500
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5 Attorneys for Plaintiff

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14 Defendant.

Date: February ,2010

Time: 9:00 AM

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16 **TO: THE HONORABLE LARRY PAUL FIDLER, JUDGE OF THE**
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19 Court's consideration and approval as to defendant Birger Greg Bacino.

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PLEA AGREEMENT

I, Birger Greg Bacino, hereby agree to the following plea agreement in case number BA366007:

1. I will plead nolo contendere to the charge alleged in count 4 of the complaint of a violation of Labor Code section 3215 Referral of clients or patients for compensation.

2. Sentencing will occur no less than 120 days after the plea. I agree to be placed on formal probation for a period of 3 years under the following terms and conditions and also the penalties for a violation of Labor Code section 3215 that are contained in Labor Code section 3218.

3. The court will impose a fine of no more than \$10,000.00 plus penalty assessment and any other costs the court may impose, with the total of fines, costs, and assessments not to exceed a total of \$20,000.00.

4. I have already paid the sum of \$150,000.00 to the State of California Department of Insurance for their costs of investigation in this matter; already satisfying this condition of my probation.

5. I understand that I may have civil liabilities to the State of California Franchise Tax Board for taxes owed. I further understand that this plea agreement does not bind or apply to the United States Department of Treasury Internal Revenue Service for any tax liability I may also owe the federal government. I also understand that Premier Medical Management Systems has tax liability to the Franchise Tax Board. I understand the Court will order me to be liable to the Franchise Tax Board for an amount of unpaid taxes of \$210,000 (35 percent of \$600,000). The amount not paid during my probation will be enforceable against me as a civil judgment under Penal Code § 1214.

1 6. I have previously been a member of The State Bar of California but resigned on or
2 about May 21, 2006. I have advised the prosecution that I do not intend to reapply for
3 admission to The State Bar of California during the time I am on probation. I further agree that
4 if I reapply for admission after my probation is complete, I will comply with all the State Bar
5 regulations and notify the State Bar of California of my conviction in this matter. I also agree
6 to maintain schooling or employment as monitored by probation, and to advise the District
7 Attorney and the Court once a year as to the nature of my employment .
8

9 7. I am currently a member of the Washington, D.C. bar and am licensed to practice law
10 there. I agree to notify the Washington, D.C. bar of my conviction in this matter. I agree to
11 abide by any license restrictions placed on me.

12 8. I also agree to keep my attorney and the prosecution notified of my current address,
13 telephone numbers, and e-mail address so that I may be contacted as needed by them. I further
14 agree to appear for any interviews or court hearings without being formally served with a
15 subpoena.

16 9. I further agree to provide a complete financial statement signed by me under penalty of
17 perjury to both the court and to the prosecution prior to my sentencing and every year I am on
18 probation.

19 10. I also agree to file my state and federal tax returns in a timely manner (subject to any
20 approved extension) and provide copies to the prosecution (and the court, if requested). I agree
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11. I will not receive any jail or prison time at the time of my sentencing. However, I understand that should I be found in violation of the grant of probation I receive from the court I could be sentenced up to three years in state prison.

12. I confirm that I executed the Stipulation and Order for Disallowance and Dismissal with Prejudice of Request for the Allowance of Liens in the WCAB case, *Yero v. CIGA*, Case No. VNO 0406036. I understand and agree that my execution of that document is a principal reason why I am being given probation in this matter. Under the terms of that document, I waived any and all rights to any financial proceeds or other benefits from any Premier liens or bills that have been dismissed by my September 22, 2009 dismissal.

13. My plea to Labor Code section 3215 and sentencing will be before the Honorable Larry Paul Fidler who previously issued a search warrant in this matter. Should Judge Fidler become unavailable to handle any issues in my case after I am placed on probation, I agree to any judge my attorney and the prosecutor agree to who may take over Judge Fidler's cases.

Dated this February 8, 2010

Respectfully submitted,

Janel I. Levine
Attorney for Defendant
Birger Greg Bacino



Birger Greg Bacino
Defendant

Albert H. MacKenzie
Attorney for Plaintiff
Deputy District Attorney

**IDENTITY OF PREMIER PROVIDER LIENS ORDERED
DISALLOWED AND DISMISSED WITH PREJUDICE**

California Associate Chief Workers' Compensation Judge Mark Kahn filed an order on September 24, 2009 (as amended December 3, 2009) disallowing and dismissing with prejudice all Liens filed by "Premier Providers" for dates of service from August 28, 1998 to October 15, 2004. Those "Premier Providers" are:

5-Star Interpreting Services, Inc.	L.A. Mobile Medical Imaging, Inc.
Advanced Family Medical	Laine Management Associates, Inc.
Alamian Chiropractic	Lee, Peter
Amin, Shadi, D.C.	Leoni, Sean, M.D.
Andalib, Nikita, D.C	Lin, Hope L.Ac.
Anel, Manuel Santos, M.D.	Ma, Michelle PAC
Assadi, Maryann, D.C.	Maibaum, Matthew Ph.D.
Baybrook, Wayne M.D.	Mak Diagnostic Services, Inc.
Blankenship, Dabney Ph.D.	Marchak, Herbert, M.D.
Callahan, Patricia, D.C.	Marshak, Herbert Glenn, M.D.
Canter, Jeffrey, PAC	Mendohlson, Peter, M.D.
Chabot, Roland PhD	Missirian, Robere, M.D.
Champion Medical Group, Inc. ¹	Montague, Amy PhD
Charbonnet, Christopher, M.D.	Nassfield, Paul S. M.D.
Chequer, Rosemary, M.D.	Ochoa, Jesus ("Jessie")
Comprehensive Pain Relief Group, Inc.	Pacific Family Clinic
Coufal, Frank J. M.D.	Palanor Transportation, Inc.
D'Ambrosio, Francis Gerard M.D.	Pallia, Christopher S., M.D.
Dilanchian and Parihjan Chiropractic Corp	Parihjan, Patrick, D.C.
Dilanchian, Henrik, D.C.	Patrick Parihjan Chiropractic, Inc.
Dodd, John William, CFA	Premier Medical Management [Systems, Inc.]
Duncan, Jan W., M.D.	R.M. Schilling, Inc.
Dureza, Catalino, M.D.	Rashti, Jalil M.D.
E.W. Wasseff, M.D., Inc.	Ratiner, Natalia M.D.
Emen, Nadia, D.C.	Rehabilitation Orthopedics Physical Therapy, Inc.

¹ The correct legal name is Champion Medical Group, a Medical Corporation. Pursuant to Fictitious Name Permit 28303 issued by the California Medical Board, Champion Medical Group, a Medical Corporation was permitted to practice medicine as "Universal Psychiatric Medical Center, Inc." effective November 27, 2000.

**IDENTITY OF PREMIER PROVIDER LIENS ORDERED
DISALLOWED AND DISMISSED WITH PREJUDICE**

Erickson, Charles CST	Rehabilitation Orthopedics Physical Therapy, Inland Empire, Inc.
Evans, Chrystal Ph.D.	Ries, John D.C.
Fadly, Magued [M.D.]	ROPT, IE
Feldman, Clifford, M.D.	ROPT, INC.
Fenison, Anthony, M.D.	Samimi, Soheil M.D.
G & S Transit Management	Schatz, Robert E., M.D.
Garbarini, Michael Peter, M.D.	Schilling, Ronald, M.D.
Gatsinaris, Vasilil D.C.	Shahriaree, Heshmathollah [M.D.]
Gohar, Kevin, M.D.	Shariary-Samimi Medical Group, Inc.
Graham, Steve M.D.	Shawhan, Scott, OPA
Grisham, Joel Mark, M.D.	Simon, Fred, M.D.
Hall, Jerome, M.D.	Skyline Management, Inc.
Heric, Thomas M., M.D.	Smith, Gregory A., M.D.
Inland Empire Surgery Center	Sobol Management, Inc.
Jackson, Keith, M.D.	Sobol Physical Therapy
Javidan, Nosrat, M.D.	Tallman, Garrett J., M.D.
Jain, Shuba M.D.	Tantuwaya, Lokesh Shantanu, M.D.
Jain, Sanjiv M.D.	Tantuwaya, Vrijesh (Vito), M.D.
Jordin, Matthew C., D.C.	Taylor, Timothy M.D.
JR Chiropractic Clinic	TLC Durables
Kasravi, Hooshang M.D.	Tohidi, Behrooz, M.D.
Kaye, Vladimir, M.D.	Turken, Alvin, M.D.
Kent, Vincent M.D.	Valley Pacific Family Clinic
Khan, Rahil, M.D.	Wardlow Medical of Long Beach
Kholi, Sherod, M.D.	Washington, Deidre, M.D.
Kim, Taell, M.D.	Wasseff, Ezzat W., M.D.
Kozar Chiropractic	Wright, Michelle M.A.
Kozar, Edward A. DC	Yeh, Annie DC
	Zalis, Ronald, MFC, P.C.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CONFIRMED COPY
OF ORIGINAL FILED
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JOHN A. CHANE, EXECUTIVE OFFICER/CLERK
BY: W. G. WARREN, DEPUTY

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COUNT 4

On or about June 30, 2007, in the County of Los Angeles, the crime of COMPENSATION OR INDUCEMENT FOR REFERRAL CLIENTS, in violation of LABOR CODE SECTION 3215, a Felony, was committed by BIRGER GREG BACINO, who did acting individually or through employees or agents receive money or other consideration as compensation or inducement for referring clients or patients to obtain services or benefits under the State of California workers' compensation laws.

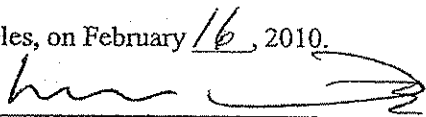
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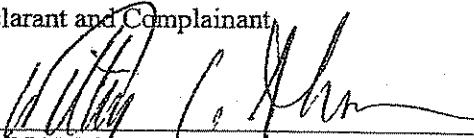
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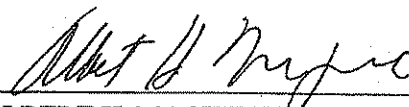
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Declarant and Complainant


WILLIAM C. SHEA
Declarant and Complainant

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STEVE COOLEY, DISTRICT ATTORNEY

BY: 
ALBERT H. MACKENZIE,
Deputy District Attorney
Fraud Interdiction Program

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Dept of Insurance
DR NO.: 04CW013519 OPERATOR: CAC PRELIM. TIME EST.: 30 Days

AGENCY: Calif. State I/O: WILLIAM C. SHEA ID NO.: 0000 PHONE: (626) 858-0514
Franchise Tax Board
DR NO.: OPERATOR: CAC PRELIM. TIME EST.: 30 Days

<u>DEFENDANT</u>	<u>CII NO.</u>	<u>DOB</u>	<u>BOOKING NO.</u>	<u>BAIL RECOM'D</u>	<u>CUSTODY R'TN DATE</u>
PREMIER MEDICAL MANAGEMENT SYSTEMS, INC., a California corporation					
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2 By: Albert H. MacKenzie, Deputy District Attorney
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2. Sentencing will occur no less than 120 days after the plea. I agree to be placed on formal probation for a period of 3 years under the following terms and conditions and also the penalties for a violation of Labor Code section 3215 that are contained in Labor Code section 3218.

3. The court will impose a fine of no more than \$10,000.00 plus penalty assessment and any other costs the court may impose, with the total of fines, costs, and assessments not to exceed a total of \$20,000.00.

4. I have already paid the sum of \$750,000.00 to the State of California Department of Insurance for their costs of investigation in this matter; already satisfying this condition of my probation.

5. I understand that Premier Medical Management Systems, Inc. ("Premier") will enter a nolo contendere plea to one count of making a False and Fraudulent Claim in violation is INSURANCE CODE SECTION 1872.4(a)(2) and one count of Filing a False Tax Return, in violation of REVENUE & TAXATION CODE SECTION 19705(a). Premier will submit a corporate resolution allowing it to enter the pleas to Counts 1 and 2 of the Complaint.

6. As a former officer of Premier, I will enter the plea on behalf of the corporation. I understand that this court will order Premier to pay the sum of \$600,000 to the State of California Franchise Tax Board for their cost of investigation, taxes owed, penalties and interest for tax fraud committed by Premier, as charged in Count 2 of the Complaint.

1 7. I understand that I may have civil liabilities to the State of California Franchise Tax
2 Board for taxes owed. I further understand that this plea agreement does not bind or apply to
3 the United States Department of Treasury Internal Revenue Service for any tax liability I may
4 also owe the federal government. I also understand that Premier Medical Management
5 Systems has tax liability to the Franchise Tax Board. I understand the Court will order me to
6 be liable to the Franchise Tax Board for an amount of unpaid taxes of up to \$390,000 (65
7 percent of \$600,000) as partial restitution. The amount not paid during my probation will be
8 enforceable against me as a civil judgment under Penal Code § 1214.
9

10 8. As a condition of probation, I agree to maintain schooling or employment as monitored
11 by probation, and to advise the District Attorney and the Court once a year as to the nature of
12 my employment .

13 9. I also agree to keep my attorney and the prosecution notified of my current address,
14 telephone numbers, and e-mail address so that I may be contacted as needed by them. I further
15 agree to appear for any interviews or court hearings without being formally served with a
16 subpoena.

17 10. I also agree to file my state and federal tax returns in a timely manner (subject to any
18 approved extension) and provide copies to the prosecution (and the court, if requested). I agree
19 to supply my tax returns within 30 days after the tax return due date. A failure to file tax
20 returns in a timely manner may be treated by the court as a violation of probation. I will not
21 receive any jail or prison time at the time of my sentencing. However, I understand that should
22 I be found in violation of the grant of probation I receive from the court I could be sentenced up
23 to three years in state prison.
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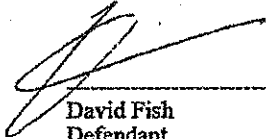
1 I be found in violation of the grant of probation I receive from the court I could be sentenced up
2 to three years in state prison.

3 11. I further agree to provide a complete financial statement signed by me under penalty of
4 perjury to both the court and to the prosecution prior to my sentencing and every year I am on
5 probation.

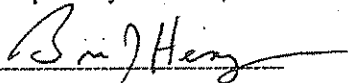
6 12. I confirm that I executed the Stipulation and Order for Disallowance and Dismissal with
7 Prejudice of Request for the Allowance of Liens in the WCAB case, Yero v. CIGA, Case No.
8 VNO 0406036. I understand and agree that my execution of that document is a principal reason
9 why I am being given probation in this matter. Under the terms of that document, I waived any
10 and all rights to any financial proceeds or other benefits from any Premier liens or bills that
11 have been dismissed by my September 22, 2009 dismissal
12

13 13. My plea to Labor Code section 3215 and sentencing will be before the Honorable Larry
14 Paul Fidler who previously issued a search warrant in this matter. Should Judge Fidler become
15 unavailable to handle any issues in my case after I am placed on probation, I agree to any judge
16 my attorney and the prosecutor agree to who may take over Judge Fidler's cases.

17 Dated this February 5th, 2010


David Fish
Defendant

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19
20 Respectfully submitted,

21 
22 Brian J. Hennigan
23 Attorney for Defendant
24 David Fish
25

Albert H. MacKenzie
Attorney for Plaintiff
Deputy District Attorney

1 Steve Cooley
District Attorney
2 By: Albert H. MacKenzie, Deputy District Attorney
State Bar # 049613
3 201 N. Figueroa Street, Suite 1500
Los Angeles, California 90012
4 Telephone (213) 580-3357

5 Attorneys for Plaintiff

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9
10 **PEOPLE OF THE STATE OF**
CALIFORNIA,

11 Plaintiff,

Case No.: BA366007

PLEA AGREEMENT

12 vs.

13 **BIRGER GREG BACINO,**

14 Defendant.

Date: February ,2010

Time: 9:00 AM

Dept: 106

15
16 **TO: THE HONORABLE LARRY PAUL FIDLER, JUDGE OF THE**
17 **SUPERIOR COURT:**

18 The prosecution and the defense respectfully submit the following plea agreement for the
19 Court's consideration and approval as to defendant Birger Greg Bacino.

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PLEA AGREEMENT

I, Birger Greg Bacino, hereby agree to the following plea agreement in case number BA366007:

1. I will plead nolo contendere to the charge alleged in count 4 of the complaint of a violation of Labor Code section 3215 Referral of clients or patients for compensation.

2. Sentencing will occur no less than 120 days after the plea. I agree to be placed on formal probation for a period of 3 years under the following terms and conditions and also the penalties for a violation of Labor Code section 3215 that are contained in Labor Code section 3218.

3. The court will impose a fine of no more than \$10,000.00 plus penalty assessment and any other costs the court may impose, with the total of fines, costs, and assessments not to exceed a total of \$20,000.00.

4. I have already paid the sum of \$150,000.00 to the State of California Department of Insurance for their costs of investigation in this matter; already satisfying this condition of my probation.

5. I understand that I may have civil liabilities to the State of California Franchise Tax Board for taxes owed. I further understand that this plea agreement does not bind or apply to the United States Department of Treasury Internal Revenue Service for any tax liability I may also owe the federal government. I also understand that Premier Medical Management Systems has tax liability to the Franchise Tax Board. I understand the Court will order me to be liable to the Franchise Tax Board for an amount of unpaid taxes of \$210,000 (35 percent of \$600,000). The amount not paid during my probation will be enforceable against me as a civil judgment under Penal Code § 1214.

1 6. I have previously been a member of The State Bar of California but resigned on or
2 about May 21, 2006. I have advised the prosecution that I do not intend to reapply for
3 admission to The State Bar of California during the time I am on probation. I further agree that
4 if I reapply for admission after my probation is complete, I will comply with all the State Bar
5 regulations and notify the State Bar of California of my conviction in this matter. I also agree
6 to maintain schooling or employment as monitored by probation, and to advise the District
7 Attorney and the Court once a year as to the nature of my employment .
8

9 7. I am currently a member of the Washington, D.C. bar and am licensed to practice law
10 there. I agree to notify the Washington, D.C. bar of my conviction in this matter. I agree to
11 abide by any license restrictions placed on me.

12 8. I also agree to keep my attorney and the prosecution notified of my current address,
13 telephone numbers, and e-mail address so that I may be contacted as needed by them. I further
14 agree to appear for any interviews or court hearings without being formally served with a
15 subpoena.

16 9. I further agree to provide a complete financial statement signed by me under penalty of
17 perjury to both the court and to the prosecution prior to my sentencing and every year I am on
18 probation.

19 10. I also agree to file my state and federal tax returns in a timely manner (subject to any
20 approved extension) and provide copies to the prosecution (and the court, if requested). I agree
21 to supply my tax returns within 30 days after the tax return due date. A failure to file tax
22 returns in a timely manner may be treated by the court as a violation of probation.
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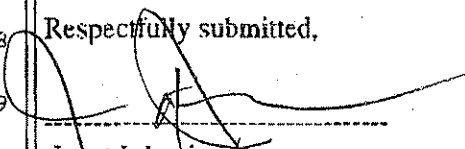
1 11. I will not receive any jail or prison time at the time of my sentencing. However, I
 2 understand that should I be found in violation of the grant of probation I receive from the court
 3 I could be sentenced up to three years in state prison.

4 12. I confirm that I executed the Stipulation and Order for Disallowance and Dismissal with
 5 Prejudice of Request for the Allowance of Liens in the WCAB case, *Yero v. CIGA*, Case No.
 6 VNO 0406036. I understand and agree that my execution of that document is a principal
 7 reason why I am being given probation in this matter. Under the terms of that document, I
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 9 bills that have been dismissed by my September 22, 2009 dismissal.
 10

11 13. My plea to Labor Code section 3215 and sentencing will be before the Honorable Larry
 12 Paul Fidler who previously issued a search warrant in this matter. Should Judge Fidler become
 13 unavailable to handle any issues in my case after I am placed on probation, I agree to any judge
 14 my attorney and the prosecutor agree to who may take over Judge Fidler's cases.

15 Dated this February 8, 2010

16
 17
 18 Respectfully submitted,

19 
 20 Janet I. Levine
 21 Attorney for Defendant
 Birger Greg Bacino

16 
 17 -----
 Birger Greg Bacino
 Defendant

18 -----
 19 Albert H. MacKenzie
 20 Attorney for Plaintiff
 21 Deputy District Attorney