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12

13 Attorneys for Plaintiff
UNITED STATES OF AMERICA
14

15 UNITED STATES DISTRICT COURT

16 FOR THE CENTRAL DISTRICT OF CALIFORNIA

17 UNITED STATES OF AMERICA,

18 Plaintiff,

19 v.

20 HEMATOLOGY ONCOLOGY CONSULTANTS,
a California General
Partnership,
21

22 Defendant.

No. CR 2:21-cr-00026-SVW

PLEA AGREEMENT FOR DEFENDANT
HEMATOLOGY ONCOLOGY CONSULTANTS,
GP

23 1. This constitutes the plea agreement between HEMATOLOGY
24 ONCOLOGY CONSULTANTS, GP ("defendant") and the United States
25 Attorney's Office for the Central District of California ("the USAO")
26 in the above-captioned case. This Agreement is limited to the USAO
27
28

1 and cannot bind any other federal, state, local, or foreign
2 prosecuting, enforcement, administrative, or regulatory authorities.

3 2. Defendant understands and agrees that this Agreement is
4 part of a "package deal" in which the disposition of the case against
5 defendant is tied to and conditioned on the disposition of cases
6 against two other defendants, namely, Mark Goldstein and Stanley
7 Rossman. Accordingly, defendant and the USAO agree that this
8 Agreement and the obligations it creates will not become binding on
9 the USAO or defendant unless and until: (a) defendant executes this
10 Agreement and enters a guilty plea in accordance with this Agreement;
11 and (b) Mark Goldstein and Stanley Rossman execute their respective
12 plea agreements with the USAO and enter guilty pleas in accordance
13 with those agreements. Defendant acknowledges that an authorized
14 representative of defendant has discussed with defendant's attorney,
15 and carefully considered, the possible advantages and disadvantages
16 to defendant of entering into this Agreement as part of the package
17 deal; defendant is entering into this Agreement as part of the
18 package deal freely and voluntarily because this Agreement and the
19 package deal is believed to be in defendant's best interests; and
20 defendant is not entering into this Agreement as part of the package
21 deal because of threats, coercion, or other undue influence by the
22 USAO or by the other defendants who are part of the package deal,
23 their counsel, or anyone acting on their behalf.

24 RULE 11(c) (1) (C) AGREEMENT

25 3. Defendant understands that this agreement is entered into
26 pursuant to Federal Rule of Criminal Procedure 11(c) (1) (C).
27 Accordingly, defendant understands that, if the Court determines that
28 it will not accept this agreement, absent a breach of this agreement

1 by defendant prior to that determination and whether or not defendant
2 elects to withdraw any guilty plea entered pursuant to this
3 agreement, this agreement will, with the exception of paragraph 18,
4 be rendered null and void and both defendant and the USAO will be
5 relieved of their obligations under this agreement. Defendant
6 agrees, however, that if defendant breaches this agreement prior to
7 the Court's determination whether or not to accept this agreement,
8 the breach provisions of this agreement, paragraphs 24 and 25, will
9 control, with the result that defendant will not be able to withdraw
10 any guilty plea entered pursuant to this agreement, the USAO will be
11 relieved of all of its obligations under this agreement, and the
12 Court's failure to follow any recommendation or request regarding
13 sentence set forth in this agreement will not provide a basis for
14 defendant to withdraw defendant's guilty plea.

15 DEFENDANT'S OBLIGATIONS

16 4. Defendant agrees to:

17 a. At the earliest opportunity requested by the USAO and
18 provided by the Court, appear and plead guilty to Count One of the
19 Information in the form attached to this agreement as Exhibit A, or a
20 substantially similar form, which charges defendant with Receiving
21 Prescription Drugs Imported Contrary to Law, in violation of 18
22 U.S.C. § 545.

23 b. Not contest facts agreed to in this Agreement.

24 c. Abide by all agreements regarding sentencing contained
25 in this Agreement.

26 d. Appear for all court appearances and obey any other
27 ongoing court order in this matter.
28

1 e. Agree that all court appearances, including
2 arraignment, change of plea hearing, and sentencing hearing, may
3 proceed by video-teleconference ("VTC") or telephone, if VTC is not
4 reasonably available, so long as such appearances are authorized by
5 Order of the Chief Judge 20-043 or another order, rule, or statute.
6 Defendant understands that, under the United States Constitution, the
7 United States Code, and the Federal Rules of Criminal Procedure
8 (including Rules 11, 32, and 43), defendant may have the right to
9 have its representative be physically present at these hearings.
10 Defendant understands that right and, after consulting with counsel,
11 voluntarily agrees to waive it and to proceed remotely. Defense
12 counsel also joins in this consent, agreement, and waiver.
13 Specifically, this agreement includes, but is not limited to, the
14 following:

15 i. Defendant consents under Section 15002(b) of the
16 CARES Act to proceed with its change of plea hearing by VTC or
17 telephone, if VTC is not reasonably available.

18 ii. Defendant consents under Section 15002(b) of the
19 CARES Act to proceed with its sentencing hearing by VTC or telephone,
20 if VTC is not reasonably available.

21 iii. Defendant consents under 18 U.S.C. § 3148 and
22 Section 15002(b) of the CARES Act to proceed with any hearing
23 regarding alleged violations of the conditions of pretrial release by
24 VTC or telephone, if VTC is not reasonably available.

25 f. Not commit any crime; however, offenses that would be
26 excluded for sentencing purposes under United States Sentencing
27 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
28 within the scope of this Agreement.

1 g. Be truthful at all times with the United States
2 Probation and Pretrial Services Office, all federal agencies, and the
3 Court.

4 h. Pay the applicable special assessment at or before the
5 time of sentencing unless defendant has demonstrated a lack of
6 ability to pay such assessments.

7 FORFEITURE AND FINANCIAL ACCOUNTABILITY

8 5. Defendant further agrees:

9 a. To the entry as part of defendant's guilty plea of a
10 money judgment of forfeiture against defendant in the amount of
11 \$650,000, which sum defendant admits was derived from proceeds
12 traceable to the violations described in the factual basis.
13 Defendant understands that the money judgment of forfeiture is part
14 of defendant's sentence, and is separate from any fines or
15 restitution that may be imposed by the Court.

16 b. With respect to any criminal forfeiture ordered as a
17 result of this plea agreement, defendant waives (1) the requirements
18 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
19 notice of the forfeiture in the charging instrument, announcements of
20 the forfeiture sentencing, and incorporation of the forfeiture in the
21 judgment; (2) all constitutional and statutory challenges to the
22 forfeiture (including by direct appeal, habeas corpus or any other
23 means); and (3) all constitutional, legal and equitable defenses to
24 the money judgment of forfeiture in any proceeding on any grounds
25 including, without limitation, that the money judgment of forfeiture
26 constitutes an excessive fine or punishment. Defendant acknowledges
27 that entry of the money judgment of forfeiture is part of the
28 sentence that may be imposed in this case and waives any failure by

1 the Court to advise defendant of this, pursuant to Federal Rule of
2 Criminal Procedure 11(b)(1)(J), at the time the Court accepts
3 defendant's guilty plea.

4 THE USAO'S OBLIGATIONS

5 6. The USAO agrees to:

6 a. Not contest facts agreed to in this Agreement.

7 b. Abide by all agreements regarding sentencing contained
8 in this agreement and affirmatively recommend to the Court that it
9 impose sentence in accordance with paragraphs 15 and 16 of this
10 agreement.

11 c. Not pursue any additional criminal charges against
12 defendant for violations of federal law arising out of defendant's
13 conduct described in the agreed-to factual basis set forth below.
14 Defendant understands that the USAO is free to prosecute defendant
15 for any other past conduct or any unlawful conduct that occurs after
16 the date of this Agreement.

17 PARTNERSHIP AUTHORIZATION

18 7. Defendant represents that it is authorized to enter into
19 this Agreement. On or before the date of entry of its plea of
20 guilty, defendant shall provide to the USAO and the Court a notarized
21 legal document certifying that defendant is authorized to enter into
22 and comply with all of the provisions of this Agreement. Such
23 partnership resolution shall designate a partnership representative
24 authorized to take these actions, enter a plea on defendant's behalf,
25 and indicate that all partnership formalities for such authorizations
26 have been observed.

1 ORGANIZATIONAL CHANGES AND APPLICABILITY

2 8. This Agreement shall bind defendant, its successor
3 partnership or corporation, if any, and any other person or entity
4 that assumes the liabilities contained herein ("successor-in-
5 interest"). No change in name, change in partnership or individual
6 control, business reorganization, change in ownership, merger, change
7 of legal status, sale or purchase of assets, or similar action shall
8 alter defendant's responsibilities under this Agreement. Defendant
9 shall not engage in any action to seek to avoid the obligations and
10 conditions set forth in this Agreement.

11 RESPONDEAT SUPERIOR

12 9. The parties stipulate and agree that under principles of
13 corporate liability and respondeat superior, as these principles
14 apply in this case, defendant is liable for the actions of its agents
15 and employees. New York Central and Hudson River R.R. v. United
16 States, 212 U.S. 481, 495 (1909); United States v. Beusch, 596 F.2d
17 871, 877-878 (9th Cir. 1979); United States v. Hilton Hotels
18 Corporation, 467 F.2d 1000, 1004-1007 (9th Cir. 1972).

19 NATURE OF THE OFFENSES

20 10. Defendant understands that for defendant to be guilty of
21 the crime of Receiving Prescription Drugs Imported Contrary to Law,
22 in violation of 18 U.S.C. § 545, the following must be true: (1)
23 Merchandise, in particular prescription drugs, had been brought into
24 the United States contrary to 21 U.S.C. § 331(d), and (2) an employee
25 of the defendant, operating within the scope of his or her
26 employment, and motivated, at least in part, by an intent to benefit
27 defendant, received and bought the prescription drugs knowing that
28 they had been brought into the United States contrary to law.

1 PENALTIES AND RESTITUTION

2 11. Defendant understands that the statutory maximum sentence
3 that the Court can impose against a corporation or partnership for
4 the crime of Receiving Prescription Drugs Imported Contrary to Law,
5 in violation of 18 U.S.C. § 545, is: five years of probation; a fine
6 of \$500,000 or twice the gross gain or gross loss resulting from the
7 offense, whichever is greatest; and a mandatory special assessment of
8 \$400.

9 SUSPENSION/REVOCATION/DEBARMENT

10 12. Defendant understands that if defendant holds any
11 regulatory license or permit, the conviction in this case may result
12 in the suspension or revocation of such license and/or permit. By
13 this Agreement, the USAO makes no representation or promise
14 concerning suspension or debarment of defendant from contracting with
15 the United States or with any office, agency, or department thereof.
16 Suspension and debarment of organizations convicted under various
17 federal regulatory protection and criminal statutes is a
18 discretionary administrative action solely within the authority of
19 the federal contracting agencies.

20 FACTUAL BASIS

21 13. Defendant admits that defendant is, in fact, guilty of the
22 offense to which defendant is agreeing to plead guilty. Defendant
23 and the USAO agree to the statement of facts attached hereto as
24 Exhibit B to this Agreement and agree that this statement of facts is
25 sufficient to support a plea of guilty to the charge described in
26 this Agreement and to establish the Sentencing Guidelines factors set
27 forth in Paragraph 15 below but is not meant to be a complete
28

recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

SENTENCING FACTORS AND AGREED-UPON SENTENCE

14. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only.

15. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors, as directed by U.S.S.G. §§ 8C2.3 and 8C2.4:

Base Offense Level:	20	[U.S.S.G. § 2T3.1(a)(1); 2T4.1; Application Note 2]
Acceptance of Responsibility:	-2	[U.S.S.G. § 3E1.1(b)]
<u>Total Offense Level:</u>	18	
<hr/>		
<u>Guideline Base Fine:</u>	\$600,000	

16. Pursuant to 18 U.S.C. §§ 3561, 3571(d), 18 U.S.C. 3013(a)(2), Chapter 8 of the Sentencing Guidelines and the factors set forth in Title 18, United States Code, Sections 3553(a) and 3572, including the nature and circumstances of the offense and the history and characteristics of the defendant, the need for the sentence imposed to reflect the seriousness of the offense, to promote respect for the law, to provide just punishment for the offense, to afford adequate deterrence to criminal conduct, and to protect the public from further crimes of the defendant, the parties agree that defendant shall be sentenced as follows:

1 a. Probation: Defendant shall be sentenced to probation
2 for a term of one year with standard conditions as set forth in
3 General Order No. 20-04.

4 b. Criminal Fine: In accordance with 18 U.S.C. § 3571(d),
5 Defendant shall pay a total criminal fine of \$600,000. All payments
6 shall be made by certified check or wire transfer to the Clerk of the
7 United States District Court for the Central District of California.
8 The parties stipulate and agree that the alternative fine provision
9 in 18 U.S.C. § 3571(d) authorizes the imposition of a fine in the
10 amount to which the parties have agreed.

11 c. Criminal Forfeiture: The entry of a money judgment of
12 forfeiture against defendant in the amount of \$650,000, which sum
13 defendant admits was derived from proceeds traceable to the
14 violations described in the factual basis. Defendant understands
15 that the money judgment of forfeiture is part of defendant's
16 sentence, and is separate from any fines or restitution that may be
17 imposed by the Court. Defendant agrees to pay and satisfy the
18 \$650,000 amount within ten days of entry of the money judgment of
19 forfeiture.

20 d. Special Assessment: Defendant shall pay a total
21 special assessment of \$400.

22 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

1 c. The right to be represented by counsel at trial.
2 Defendant understands, however, that, defendant retains the right to
3 be represented by counsel at every other stage of the proceeding.

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

7 e. The right to confront and cross-examine witnesses
8 against defendant.

9 f. The right to testify and to present evidence in
10 opposition to the charge, including the right to compel the
11 attendance of witnesses to testify.

12 g. Any and all rights to pursue any affirmative defenses,
13 Fourth Amendment or Fifth Amendment claims, and other pretrial
14 motions that have been filed or could be filed.

15 WAIVER OF STATUTE OF LIMITATIONS

16 18. Having been fully advised by defendant's attorney regarding
17 application of the statute of limitations to the offense to which
18 defendant is pleading guilty, defendant hereby knowingly,
19 voluntarily, and intelligently waives, relinquishes, and gives up:
20 (a) any right that defendant might have not to be prosecuted for the
21 offense to which defendant is pleading guilty because of the
22 expiration of the statute of limitations for the offense prior to the
23 filing of the information alleging the offense; and (b) any defense,
24 claim, or argument defendant could raise or assert that prosecution
25 of the offense to which defendant is pleading guilty is barred by the
26 expiration of the applicable statute of limitations, pre-indictment
27 delay, or any speedy trial violation.

1 WAIVER OF APPEAL OF CONVICTION

2 19. Defendant understands that, with the exception of an appeal
3 based on a claim that defendant's guilty pleas were involuntary, by
4 pleading guilty defendant is waiving and giving up any right to
5 appeal defendant's convictions on the offenses to which defendant is
6 pleading guilty.

7 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

8 20. Defendant agrees that, provided the Court imposes the
9 sentence specified within paragraphs 15 above, defendant gives up the
10 right to appeal any portion of the sentence.

11 21. The USAO agrees that, provided the Court imposes the
12 sentence specified in paragraphs 15 above, the USAO gives up its
13 right to appeal any portion of the sentence.

14 RESULT OF WITHDRAWAL OF GUILTY PLEA

15 22. Defendant agrees that if, after entering a guilty plea
16 pursuant to this Agreement, defendant seeks to withdraw and succeeds
17 in withdrawing defendant's guilty plea on any basis other than a
18 claim and finding that entry into this plea agreement was
19 involuntary, then (a) the USAO will be relieved of all of its
20 obligations under this Agreement; and (b) should the USAO choose to
21 pursue any charge or any civil, administrative, or regulatory action
22 that was either dismissed or not filed as a result of this Agreement,
23 then (i) any applicable statute of limitations will be tolled between
24 the date of defendant's signing of this Agreement and the filing
25 commencing any such action; and (ii) defendant waives and gives up
26 all defenses based on the statute of limitations, any claim of pre-
27 indictment delay, or any speedy trial claim with respect to any such
28

1 action, except to the extent that such defenses existed as of the
2 date of defendant's signing this Agreement.

3 EFFECTIVE DATE OF AGREEMENT

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

7 BREACH OF AGREEMENT

8 24. Defendant agrees that if defendant, at any time after the
9 signature of this Agreement and execution of all required
10 certifications by defendant, defendant's counsel, and an Assistant
11 United States Attorney, knowingly violates or fails to perform any of
12 defendant's obligations under this Agreement ("a breach"), the USAO
13 may declare this Agreement breached. All of defendant's obligations
14 are material, a single breach of this Agreement is sufficient for the
15 USAO to declare a breach, and defendant shall not be deemed to have
16 cured a breach without the express agreement of the USAO in writing.
17 If the USAO declares this Agreement breached, and the Court finds
18 such a breach to have occurred, then: (a) if defendant has previously
19 entered guilty plea pursuant to this Agreement, defendant will not be
20 able to withdraw the guilty plea, (b) the USAO will be relieved of
21 all its obligations under this Agreement, in particular, the USAO:
22 (i) will no longer be bound by any agreements concerning sentencing
23 and will be free to seek any sentence up to the statutory maximum for
24 the crimes to which defendant has pleaded guilty; and (ii) will no
25 longer be bound by any agreements regarding criminal prosecution, and
26 will be free to criminally prosecute defendant for any crime,
27 including charges that the USAO would otherwise have been obligated
28 to dismiss or not to criminally prosecute pursuant to this Agreement,

1 and (c) the USAO will be free to criminally prosecute defendant for
2 false statement, obstruction of justice, and perjury based on any
3 knowingly false or misleading statement by defendant.

4 25. Following the Court's finding of a knowing breach of this
5 Agreement by defendant, should the USAO choose to pursue any charge
6 or any civil, administrative, or regulatory action that was either
7 dismissed or not filed as a result of this Agreement, then:

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

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

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

1 COURT AND PROBATION OFFICE NOT PARTIES

2 26. Defendant understands that the Court and the United States
3 Probation Office are not parties to this agreement and need not
4 accept any of the USAO's sentencing recommendations or the parties'
5 agreements to facts, sentencing factors, or sentencing. Defendant
6 understands that the Court will determine the facts, sentencing
7 factors, and other considerations relevant to sentencing and will
8 decide for itself whether to accept and agree to be bound by this
9 agreement.

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

26 NO ADDITIONAL AGREEMENTS

27 28. Defendant understands that, except as set forth herein,
28 there are no promises, understandings, or agreements between the USAO

1 and defendant or defendant's attorney, and that no additional
2 promise, understanding, or agreement may be entered into unless in a
3 writing signed by all parties or on the record in court.

4 //

5 //

6 //

7 //

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

TRACY L. WILKISON
Acting United States Attorney

BRANDON D. FOX
Chief, Criminal Division

Joseph O. Johns 2/2/21
JOSEPH O. JOHNS
Assistant United States Attorney

Date

Mark Goldstein
MARK GOLDSTEIN, M.D.
Authorized Representative for
Defendant Hematology Oncology
Consultants

1-19-2021
Date

Stanley Rossman, MD
STANLEY ROSSMAN, M.D.
Authorized Representative for
Defendant Hematology Oncology
Consultants

01/19/2021
Date

Douglas A. Axel
DOUGLAS A. AXEL
Attorney for Defendant Hematology
Oncology Consultants

1/28/21
Date

CERTIFICATION OF DEFENDANT

This Agreement has been read to me in its entirety. As the authorized representative of the partnership defendant, I have had enough time to review and consider this Agreement, and I have carefully and thoroughly discussed every part of it with Hematology Oncology Consultants' attorney. On behalf of the partnership defendant, I understand the terms of this Agreement, and I voluntarily agree to those terms. I have discussed the evidence with Hematology Oncology Consultants' attorney, and its attorney has advised me of the partnership defendant's rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this Agreement. No promises, inducements, or representations of any kind have been made to me or the partnership defendant other than those contained in this Agreement. No one has threatened or forced me or the partnership defendant in any way to enter into this Agreement. I am satisfied with the representation of Hematology Oncology Consultants' attorney in this matter, and the partnership defendant is pleading guilty because it is guilty of the charges and wishes to take advantage of the promises set forth in this Agreement, and not for any other reason.




MARK GOLDSTEIN
Authorized Representative for
Defendant Hematology Oncology
Consultants

1-19-2021
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Hematology Oncology Consultants' attorney. I have carefully and thoroughly discussed every part of this Agreement with my client. Further, I have fully advised my client of its rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this Agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this Agreement; no one has threatened or forced my client in any way to enter into this Agreement; my client's decision to enter into this Agreement is an informed and voluntary one; and the factual basis set forth in this Agreement is sufficient to support my client's entry of guilty pleas pursuant to this Agreement.

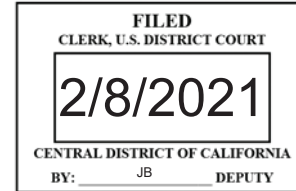


DOUGLAS A. AXEL
Attorney for Defendant Hematology
Oncology Consultants



Date 

EXHIBIT A



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

HEMATOLOGY ONCOLOGY
CONSULTANTS, a California
General Partnership,
MARK GOLDSTEIN, and
STANLEY ROSSMAN,

Defendants.

CR No. 2:21-cr-00026 -SVW

I N F O R M A T I O N

[18 U.S.C. § 545: Receiving Prescription Drugs Imported Contrary to Law; 21 U.S.C. §§ 331(c) and 333(a)(1): Receipt of Misbranded Drugs in Interstate Commerce and Proffered Delivery Thereof For Pay; 18 U.S.C. §§ 545 and 982 and 28 U.S.C. § 2461(c): Criminal Forfeiture]

The Acting United States Attorney charges:

COUNT ONE

[18 U.S.C. § 545]

[Defendant HEMATOLOGY ONCOLOGY CONSULTANTS]

On or about June 2008 through on or about October 20, 2011, in Los Angeles County, within the Central District of California, and elsewhere, defendant HEMATOLOGY ONCOLOGY CONSULTANTS, a California General Partnership, knowingly received and bought merchandise, namely, misbranded and unapproved new drugs, after their importation, knowing the merchandise to have been imported or brought into the

1 United States contrary to law. Specifically, defendant HEMATOLOGY
2 ONCOLOGY CONSULTANTS received and bought misbranded and unapproved
3 new drugs, namely Altuzan, knowing that such merchandise had been
4 imported into the United States without being listed for commercial
5 distribution, as required by Title 21, United States Code, Section
6 352(o), in violation of Title 21, United States Code, Section 331(a),
7 and without being approved by the United States Food and Drug
8 Administration, as required by Title 21, United States Code, Section
9 355(a), in violation of Title 21, United States Code, Section 331(d).

COUNT TWO

[21 U.S.C. §§ 331(c), 333(a)(1)]

[Defendants GOLDSTEIN and ROSSMAN]

From on or about June 2008 through on or about October 20, 2011, in Los Angeles County, within the Central District of California, and elsewhere, defendants MARK GOLDSTEIN and STANLEY ROSSMAN received in interstate commerce, and caused the receipt in interstate commerce, of misbranded drugs, namely, misbranded and unapproved Altuzan, and delivered and proffered the delivery thereof for pay, and caused the delivery and caused the proffered delivery thereof for pay.

FORFEITURE ALLEGATION ONE

[18 U.S.C. §§ 982(a)(2)(B) and 545]

1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Sections 982(a)(2)(B) and 545, and Title 28, United States Code, Section 2461(c), in the event of any of the defendant's conviction of the offense set forth in Count One of this Information.

2. Any defendant so convicted shall forfeit to the United States the following:

(a) All right, title, and interest in any and all property, real or personal, constituting, or derived from, any proceeds obtained, directly or indirectly, as a result of such offense;

(b) Any and all merchandise introduced into the United States in violation of Title 18, United States Code, Section 545, or the value thereof; and

(c) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraphs (a) and (b).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b) and Title 28, United States Code, Section 2461(c), any defendant so convicted shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as the result of any act or omission of said defendant, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred,

1 sold to or deposited with a third party; (c) has been placed beyond
2 the jurisdiction of the Court; (d) has been substantially diminished
3 in value; or (e) has been commingled with other property that cannot
4 be divided without difficulty.

FORFEITURE ALLEGATION TWO

[18 U.S.C. § 982(a)(7) and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2(a), Fed. R. Crim. P., notice is hereby given that the United States will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 982(a)(7) and Title 28, United States Code, Section 2461(c), in the event of any defendant's conviction of the offense set forth in Count Two of this Information.

2. Any defendant so convicted shall forfeit to the United States of America the following:

(a) All right, title, and interest in any and all property, real or personal, that constitutes or is derived, directly or indirectly, from the gross proceeds traceable to the commission of the offense of conviction; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 982(b), any defendant so convicted shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as a result of any act or omission of said defendant, the property described in the preceding paragraph, or any portion thereof (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the jurisdiction of the Court; (d) has been substantially diminished in

1 value; or (e) has been commingled with other property that cannot be
2 divided without difficulty.

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EXHIBIT BFACTUAL BASIS IN SUPPORT OF PLEA AGREEMENT

At all times material and relevant to the information filed in this matter:

1. Hematology Oncology Consultants ("defendant") was a California General Partnership located in West Hills and Van Nuys, California.

2. Mark Goldstein and Stanley Rossman were oncologists who were partners in defendant, either in their individual capacity and/or through a professional corporation.

3. From approximately 2008 through 2011, defendant purchased discounted oncology drugs from Montana Healthcare Solutions, a business that sourced drugs from foreign markets. The foreign market drugs violated the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 *et seq.*, insofar as they were, *inter alia*, (a) misbranded under 21 U.S.C. § 352(o) because they were not listed with the FDA for commercial distribution in the United States; (b) unapproved new drugs under 21 U.S.C. §§ 321(p), 355(a); and (c) brought into the United States in violation of 21 U.S.C. §§ 331(c) (receipt in interstate commerce and the proffered delivery for pay or otherwise of a misbranded drug) and 331(d) (introduction into interstate commerce of an unapproved new drug).

4. In March 2009, a Special Agent from the FDA's Office of Criminal Investigations ("FDA-OCI") visited defendant's office and spoke with the office manager who said she could not remember purchasing drugs from the supplier under investigation, and only purchased drugs from "approved distributors."

1 5. From June 2008 through October 2010, defendant purchased
2 over \$1,000,000 of drugs from Montana Healthcare Solutions. In
3 October 2010, Montana Healthcare Solutions was acquired by Canada
4 Drugs, Ltd. ("Canada Drugs"). On April 13, 2018, Canada Drugs pleaded
5 guilty to illegal sales of misbranded and counterfeit prescription
6 drugs that were unapproved in the United States.

7 6. Defendant's office manager placed the orders for the
8 foreign market prescription drugs with Montana Healthcare Solutions
9 in part because they were lower in price than the prescription drugs
10 available from domestic suppliers. The office manager - and thereby,
11 defendant - knew that at least some of the drugs purchased from
12 Montana Healthcare Solutions were illegal foreign market prescription
13 drugs.

14 7. Many of the invoices from Montana Healthcare Solutions
15 indicated that the drugs were meant for foreign markets, such as
16 Turkey or the European Union, and some of the invoices identified the
17 drugs by different names. For instance, in an invoice to defendant
18 dated March 17, 2011, Montana Healthcare Solutions listed one of the
19 items purchased as "Altuzan (bevacizumab) (known as Avastin in the
20 U.S.) (Refrigerated) - Turkey- 400mg/16ml - 1 vial." The invoice
21 provided that the product would be shipped to defendant at its
22 business address in the Central District of California. The drug
23 "Altuzan" was not approved by the FDA, and was not listed with the
24 FDA as a drug meant for commercial distribution in the United States.

25 8. Defendant's last purchase from Montana HealthCare Solutions
26 was on October 20, 2011. In February 2012, Montana Healthcare
27 Solutions notified defendant that some of the Avastin it had shipped
28 to defendant during the period of October 5, 2011 to October 21, 2011

1 (invoice numbers 60645 and 61417) likely consisted of counterfeit
2 Avastin that did not contain the medicine's active ingredient,
3 bevacizumab.